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Subject: Request For Applications (RFA) No. USAID-Guatemala-520-11-000004 - Implementation of Community Nutrition and Health Care Project in Guatemala.

Dear Applicants:

The United States Agency for International Development (USAID) Guatemala is seeking application for assistance agreements from organizations to implement the Community Nutrition and Health Care Project in Guatemala for a five year period, subject to the availability of funds as described in the following Request for Applications. This award is authorized in accordance with the Foreign Assistance Act of 1961, as amended.

The Recipient shall be responsible for ensuring achievement of the program objectives. Please refer to the Section I, the Funding Opportunity Description for a complete statement of goals and expected results.

Pursuant to 22 CFR 226.81, it is USAID policy not to award profit under assistance instruments. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the grant program and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organizations, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations), may be paid under the agreement when awarded.

Subject to the availability of funds, USAID intends to award a single cooperative agreement with an estimated value between \$27,000,000 to \$32,000,000.00 in total USAID funding to be allocated over the five years. USAID reserves the right to fund any or none of the application to be submitted.

This RFA is being issued and consists of this cover letter and the following:

1. Section I, Funding Opportunity Description
2. Section II, Award Information
3. Section III, Eligibility Information
4. Section IV, Application and Submission Information
5. Section V, Application Review Information
6. Section VI, Award and Administration Information
7. Section VII, Agency Contacts
8. Section VIII, Other Information

If you decide to submit an application, it should be received by the closing date and time indicated at the top of this cover letter VIA email attachment to Ms. Telma Paz at



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cnhc@usaid.gov or via www.grants.gov. Modifications to your application (if any) thereof shall be submitted also to the email address provided above in order to expedite the process.

Any questions concerning this RFA must be submitted in writing to Ms. Telma Paz at cnhc@usaid.gov not later than November 16, 2011.

If it is determined that the answer to any question(s) is of sufficient importance to warrant notification to all prospective recipients, a Questions and Answer document, and/or if needed, an amendment to the RFA, will be issued. Therefore, questions should be submitted no later than November 16, 2011.

Applicants are requested to submit both technical and cost portions of their applications in separate volumes. Award will be made to that responsible applicant whose application offers the greatest value to the U.S. Government.

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application. In addition, final award of any resultant grant(s) cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicant is hereby notified of these requirements and conditions for award. Application is submitted at the risk of the applicant; should circumstances prevent award of a cooperative agreement, all preparation and submission costs are at the applicant's expense.

Sincerely,

David Brown
Supervisory Regional Agreement Officer
USAID/San Salvador

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SECTION I - FUNDING OPPORTUNITY DESCRIPTION

COMMUNITY NUTRITION AND HEALTH CARE PROJECT

List of Acronyms

ADS	Automated Directives System
AINM-C	<i>Atencion Integral del Nino y la Madre en la Comunidad</i> – Integrated maternal and child health care in the community
ALIANMISAR	Alliance of Indigenous Women's Organizations for Reproductive Health
AOTR	Agreement officer's technical representative
APP	Annual Procurement Plan
APROFAM	Asociación Pro Bienestar de la Familia de Guatemala
ARI	Acute respiratory infection
BEST	Best Practices at Scale in the Home, Community and Facilities (BEST)
CBD	Community-based distribution
CCT	Conditional cash transfer
CCN	Cooperating country national
CDC	Centers for Disease Control and Prevention
CDCS	Country Development Cooperation Strategy
CHW	Community health workers
C-IMCI	Community-based integrated management of childhood illness
CNHP	Community Nutrition and Health Care Project
COCODE	Community Development Council (<i>Consejo Comunitario de Desarrollo</i>)
COMUDE	Municipal Development Council (<i>Consejo Municipal de Desarrollo</i>)
CYP	Couple-years-of-protection
DAS	Health Area Directorates
DEC	Development Experience Clearinghouse
DFB	Development-focused budgeting
EEO	Equal employment opportunity
EMP	Environmental mitigation plan
ENA	Essential nutrition actions
ENSMI	National Maternal and Child Health Survey (<i>Encuesta Nacional de Salud Materno Infantil</i>)
FACTS	Foreign assistance coordination and tracking system
FAM	Fertility awareness methods
FANTA II	Food and Nutrition Technical Assistance Project
FTF	Feed the Future
FP/RH	Family planning/reproductive health
GHI	Global Health Initiative
GOG	Government of Guatemala
HCI	Health Care Improvement Project
HPP	Health Policy Project
IEE	Initial environmental examination

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Community Nutrition and Health Care Project

IGSS	Guatemalan Social Security Institute (<i>Instituto Guatemalteco de Seguridad Social</i>)
IDB	Inter-American Development Bank
LAM	Lactation amenorrhea method
LAPM	Long acting and permanent methods
MIFAPRO	<i>Mi Familia Progres</i> a (Conditional Cash Transfer Program)
MOH	Ministry of Health
MMR	Maternal mortality ratio
MSPAS	Ministry of Public Health and Social Welfare (<i>Ministerio de Salud Pública y Asistencia Social</i>)
MDG	Millennium Development Goals
NGO	Nongovernmental organizations
NHP	National Health Plan
NICRA	Negotiated indirect cost rate agreement
OMB	Office of Management and Budget
OSAR	Reproductive Health Observatory (<i>Obersatorio de Salud Reproductiva</i>)
PEC	Extension of Coverage Program (<i>Programa de Extension de Cobertua</i>)
PMP	Performance monitoring plan
PVO	Private volunteer organization
SBCC	Social and behavior change communication
SIFPO	Strengthening International Family Planning Organizations Project
TBA	Traditional birth attendants
TCN	Third country national
UNDP	United Nations Development Program
USG	United States Government
WHO	World Health Organization
WRA	Women of reproductive age

I.1) PROGRAM DESCRIPTION

I. INTRODUCTION

The strategy of the United States Government (USG)'s Global Health Initiative (GHI) for Guatemala (web links <http://www.usaid.gov/ghi/> and <http://www.ghi.gov/>) defines three priority areas for USG investment: 1) Improve access to and quality of health services in Guatemala, with an emphasis on rural and indigenous populations, to reduce inequitable health outcomes; 2) Prevent chronic malnutrition for children under two years of age with a focus on rural and indigenous populations; and 3) Strengthen the collection and use of information for action at all levels of the health system. USAID's BEST Action Plan for Guatemala 2011 – 2015 (http://www.usaid.gov/gt/docs/best_action_plan.pdf) guides USAID's implementation of the GHI Strategy for maternal and child health, family planning and nutrition activities. Additionally, the USG's Global Hunger and Food Security Initiative, also known as Feed the Future (FTF), for Guatemala has three goals: 1) the prevention and treatment of under-nutrition, 2) the advancement of market-led agricultural development, and 3) the promotion of humanitarian food assistance and social safety nets.

Based on full and open competition, USAID/Guatemala intends to award a five-year Cooperative Agreement for the **Community Nutrition and Health Care Project (CNHC)** as USAID's principal program to address the first two priority areas of GHI and the first goal of FTF. The Recipient shall manage and administer a program of five years' duration with an estimated value indicated in the cover letter of this RFA package. USAID anticipates an award to a U.S. or non-U.S. non-governmental organization or a private, non-profit organization (or a for-profit company willing to forego profits) with significant involvement and collaboration of Guatemalan organizations to carry out a program with three objectives to be implemented as one integrated effort. Applicants are encouraged to familiarize themselves with this RFA and its components and consider creating partnerships, alliances or a consortium with local organizations to implement the activities of the CNHC project and obtain the desired results.

Box 1 – Objectives of the CNHC Project

1. Improve the nutritional status of women of reproductive age and children under five by implementing the seven Essential Nutrition Actions¹, focusing on “the first thousand days” (i.e., during pregnancy and the first two years of life) ,
2. Strengthen essential maternal, neonatal and child health care and family planning services at the community level with a constant healthcare presence in target communities, and
3. Engage communities in active solutions to their health care needs through community mobilization and linkages to local government structures.

CNHC is an integral component of the new USAID/Guatemala five-year (2012-2016) integrated development strategy that is focused in five departments of the Western Highlands region of the

country with cross-sector linkages among projects in economic growth, democracy and governance, education, health/family planning/nutrition and the Title II food security program. Thus, the CNHC project is designed to complement the following USAID projects: 1) the economic growth sector's Rural Value Chains program, 2) the governance and democracy sector's Local Governance program, 3) the Title II Multiple-Year Assistance Projects and 4) other USAID-funded health projects focused in the same geographic area. The CNHC project will target communities where farmer producer groups of the FTF Rural Value Chains program live, thus providing improved health, nutrition and family planning services in communities also benefitting from the economic growth activities that seek to increase household incomes and improve household access to food under FTF.

Geographic focus and beneficiaries: The USAID/Guatemala integrated development approach focuses on the following departments of the Western Highlands: San Marcos, Huehuetenango, Quiché, Quetzaltenango, and Totonicapán, with an emphasis on municipalities selected by USAID as those with high levels of poverty, chronic malnutrition and that have a significant potential for program impact. CNHC activities in these municipalities are expected to have a direct impact on the nutritional and health status of women of reproductive age (including adolescents) and children under five. Given that the work under this project will take place in the Western Highlands region, the Applicant shall propose a project management, staffing and office structure that ensures the maximum technical and operational presence in the regional office to achieve expected programmatic impact. This structure, however, must be balanced with project representation, coordination and communication responsibilities in Guatemala City while being mindful of efficiencies in office rental, travel, per-diem and other costs.

Measures of end-of-project impact will be, among others, the decrease in levels of child malnutrition; the decrease in levels of maternal, neonatal, infant and child mortality; the increase in the number of births attended by a health professional and the increase in modern contraceptive prevalence at the municipal level. [Note: municipal level measurement of impact will be carried out by a third party contracted separately by USAID.]

II. PROJECT TITLE: Community Nutrition and Health Care Project (CNHC)

III. PROGRAM CONTEXT

A. Health, Nutrition and Family Planning Status and Service Coverage in Guatemala

Almost 40% of Guatemala's 14.3 million people (2010¹ estimate) are categorized as indigenous Maya. Although the country is classified as a lower middle income country, based on a per capita income of \$3,153², wide disparities in wealth quintiles leave 50% of the population living in poverty and among this group, 15% are living in extreme poverty. Almost 75% of indigenous people live in poverty, compared with 36% of non-indigenous, and these large disparities also exist between rural and urban residents. While 46% of the total population live in rural areas, a disproportionately large number of rural residents, 72%, are extremely poor.

¹ <http://www.ine.gob.gt/index.php/demografia-y-población/42-demografía-y-población/211-población>

² <http://www.iadb.org>

Not surprisingly, health and education indicators reflect the gaps in income and opportunities between the indigenous and non-indigenous populations. For example, the average time in school among indigenous people is only 3.8 years while it is 6.5 years among non-indigenous groups. And according to the 2008-09 National Maternal and Child Health Survey (ENSMI, acronym in Spanish), among indigenous women of reproductive age (15-49) only 3% completed secondary education and 1.7% completed higher education; among non-indigenous the figures are 9.7% and 8.1% respectively.

Ranked as the tenth most vulnerable country in the world for natural disasters, Guatemala is prone to earthquakes, tropical storms and other natural disasters. Natural disasters and extreme climate events disproportionately affect poorer rural, indigenous populations when their marginal living conditions, subsistence agriculture, and cash crops are destroyed. Young children and women in these communities are often the most adversely affected, as they are more vulnerable and often have poorer nutritional and health status.

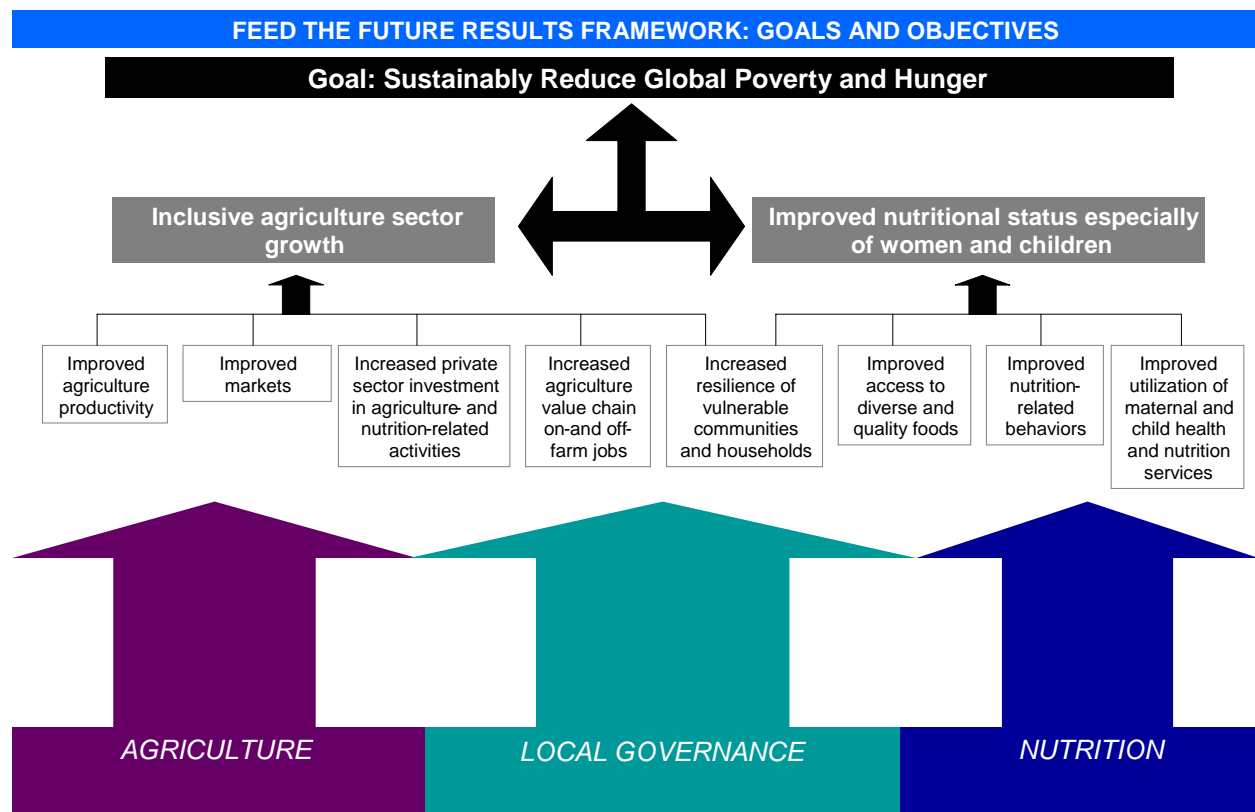
In Guatemala, the greatest threat to a child's survival and potential intellectual and future economic productivity is the extremely high rate of chronic malnutrition, particularly in children under age two when growth of bones and brain development are at their most critical stage. With 50% of children less than five years of age stunted, Guatemala ranks fourth for chronic malnutrition in the world and has the highest rate of stunting in the Western Hemisphere. Statistics generated by the 2008-09 ENSMI show some progress in improving overall health status when compared with the previous survey carried out in 2002. However, these data also demonstrate significant gaps in some indicators when comparing indigenous and non-indigenous population groups. (See the ENSMI data on key health and nutrition indicators as well as a description of the Guatemala health care system in the document linked here: http://www.usaid.gov/qt/docs/cnh_rfa.pdf)

B. USG Health and Nutrition Programs in Guatemala

As a designated Global Health Initiative (GHI) Plus country, Guatemala's **GHI strategy** was submitted and approved in Washington in January 2011, with the following three priority areas for the 2011-2015 GHI strategy period : 1) Improve access to and quality of health services in Guatemala, with an emphasis on rural and indigenous populations, to reduce inequitable health outcomes; 2) Prevent chronic malnutrition for children under two years of age with a focus on rural and indigenous populations; and 3) Strengthen the collection and use of information for action at all levels of the health system. While USAID implements the majority of USG funds in Guatemala under the GHI, there is strong collaboration with the Centers for Disease Control and Prevention (CDC), which has a program in Guatemala assisting the GOG with disease surveillance, control of disease outbreaks, and control and prevention of infectious diseases, and with the Peace Corps, whose volunteers work in community health and education, many in the five departments of the Western Highlands. USAID/Guatemala further developed an action plan to guide health investments for the period 2011-2015: "The USAID/Guatemala BEST Action Plan for Family Planning, Maternal, Neonatal and Child Health and Nutrition: *Best Practices at Scale in the Home, Community, and Facilities.*"

http://www.usaid.gov/qt/docs/best_action_plan.pdf

Guatemala's **Feed the Future (FTF)** Multiyear Strategy (2011-2015) focuses efforts and resources to increase food security and reduce chronic malnutrition rates among rural, indigenous populations (The US government's program is described on www.feedthefuture.gov and USAID/Guatemala's FTF Multiyear Strategy is found on http://www.usaid.gov/gt/docs/feed_future_mys.pdf.) USAID's health and nutrition program, as well as the Food for Peace Title II program, are responsible for implementation of activities to address the chronic malnutrition component of FTF, as the complement to the agriculture value chain activities that address food insecurity and poverty, demonstrating a close and synergetic relationship between GHI and FTF.



Applicants responding to this RFA should review and use as guidance the GHI Strategy, the USAID BEST Action Plan and the FTF Multiyear Strategy.

USAID/Guatemala is in the process of finalizing a five-year Mission-wide strategy, the Country Development Cooperation Strategy (CDCS), for the period 2012-2016. In recognition of the coinciding objectives of the GHI and FTF strategies, the CDCS is designed to concentrate the majority of resources from all Mission programs - economic growth, democracy and governance, Title II food assistance, health, nutrition and education – in the Western Highlands region of the country with the purpose of achieving greater economic and social development impact in the targeted rural Mayan communities through cross-sector program integration. In addition to the integrated development efforts in the Western Highlands, the CDCS targets a

smaller amount of resources to improve transparency and institutional capacity of the Guatemalan government to better respond to the needs of its citizens, a development objective to which health and nutrition funds will contribute for the purpose of strengthening MOH systems and policies.

Coordination with other USAID projects. CNHC will play a central role in implementing USAID's health strategy in the Western Highlands, collaborating with other USAID implementing partners to achieve overall impact. The successful Applicant must demonstrate concrete plans to work with the following partners to ensure an integrated approach. [Additional information is also available on the USAID/Guatemala website <http://www.usaid.gov/gt/>].

- 1) The "Expansion of the Improved Package of Services" project, implemented by the United Nations Development Program (UNDP), and carried out in 33 municipalities of the focus departments in the Western Highlands to strengthen the NGOs that are implementing the MOH PEC model.
- 2) The "Health Care Improvement" project, implemented by the University Research Corporation, which provides support to the MOH to improve the quality of maternal and child health care in the public sector system and health delivery network. Community-based services for maternal and child health under CNHC will be linked to health centers and hospitals supported by the HCI project.
- 3) The "Health Policy Project", implemented by The Futures Group, which works to improve health sector policy, governance and citizen advocacy and monitoring. At the local level, it will collaborate with the CNHC Project to support advocacy and mobilization efforts of community groups and foster linkages between civil society and local government authorities.
- 4) The "Alianzas" project, implemented by RTI, which fosters and supports alliances with the corporate as well as the non-profit private sector, leveraging private funding sources and efforts to improve health care and health education. Alianzas' private sector partners in the Western Highlands will be important collaborators for the CNHC Project.
- 5) The "Family Planning Services for Under-Served Communities in Guatemala" project, implemented by PSI, which seeks to expand access to information and services for an increased use of modern contraceptive methods in rural indigenous populations of the Guatemalan highlands. Community-based FP services in the CNHC Project will be linked to the PSI efforts to expand access through health facilities and mobile units.
- 6) The "FANTA II" (Food and Nutrition Technical Assistance) project, implemented by FHI Development 360, which provides technical leadership and assistance in integrating nutrition and agriculture production (including small animal husbandry) at the household level for diversified diets and improved nutritional status of reproductive age women and young children.
- 7) The "C-Change" project, implemented by FHI Development 360, which provides technical assistance in the development, implementation and monitoring of social

and behavior change communication (SBCC) activities in the MOH as well as USAID health, nutrition and family planning projects.

- 8) USAID's support for the development and implementation of the National Nutritional Surveillance System (SIVIM) which has an initial focus on the Western Highlands region.
- 9) USAID's Title II program which provides food assistance, community interventions in agriculture production, livelihoods and maternal and child health and nutrition to the most vulnerable families in the region, carried out by a number of US Private Volunteer Organizations (PVOs).

Coordination with other USG agencies and other donors. It will be important to seek collaboration opportunities with other USG agencies (Peace Corps, CDC, USDA), UN agencies and other bilateral donors for maximizing resources and obtaining optimal results. For instance,

- 1) Peace Corps volunteers work in many communities throughout the Western Highlands in two programs relevant for CNHC, "Healthy Homes" and "Youth Development", carrying out education and promotion activities for improved family and community health and working in schools to strengthen the life skills curriculum and teaching methods.
- 2) The UNICEF initiative to address chronic child malnutrition among rural indigenous populations offers support to the local MOH structures and programs to strengthen their capacity to improve the quality of their community services.
- 3) Two bilateral donors, Sweden and Spain, support maternal and child health and nutrition efforts at the community level in the Western Highlands.

IV. PROGRAM DESCRIPTION

A. Goals and Objectives

The goal of the CNHC Project is to improve the nutrition and health status of women and children in underserved rural communities of the Guatemalan Western Highlands while also strengthening local GOG structures and systems to provide quality nutrition, family planning and health care services in these hard-to-reach communities. To reach this goal the project will focus on the following objectives:

- 1) Improve the nutritional status of families by implementing the seven Essential Nutrition Actions³,
- 2) Strengthen essential maternal, neonatal and child health care and family planning services with a constant healthcare presence in target communities,
- 3) Engage communities in developing and implementing innovative solutions to their health care needs through sustainable community mobilization and linkages to local municipal government and local health structures.

B. Geographic Focus and Integration of GHI and FTF

³ The essential nutrition actions (ENA) are discussed in Section IV.D, Component 1 below.

USAID/Guatemala's health, nutrition and family planning activities will focus investments in the Western Highlands of Guatemala – more specifically the departments of San Marcos, Huehuetenango, Quiché, Quetzaltenango, and Totonicapán – as the region on the country where the majority of rural, indigenous populations live. This is in line with the GHI and FTF initiatives and USAID Guatemala's integrated, cross-sector approach to increasing overall impact on the economic and social development of the region by combining resources from multiple sectors and programs. With a total population of 4.38 million people, this area has the highest concentration of poverty, chronic malnutrition, and maternal and neonatal death in Guatemala.⁴ The CNHC project will target municipalities where farmer producer groups of the FTF Rural Value Chains program live, providing improved health, nutrition and family planning services in communities also benefitting from economic growth activities seeking to increase household incomes and improve household access to and use of food under FTF. (The Rural Value Chains program description is available on www.grants.gov). The combined economic growth and improved health and nutrition services will be complemented in the same region by USAID's local governance activities seeking to strengthen municipal government structures and systems and the Title II food assistance program targeting the poorest of the poor with food, health and nutrition education and assistance with livelihoods and agriculture production. The list of focus municipalities where FTF and GHI activities will continue to be jointly implemented will be provided to the Recipient after the award of the agreement.

Common Feed the Future principles for all USAID programs. Applicants are requested to describe how their technical and management approach will include the following integrating FTF principles that will be incorporated into all future USAID/Guatemala acquisition and assistance instruments. Please note that individual implementing partners do not have to work in all the sectors outlined under the following FTF principles, but coordinate with other partners to achieve specific results:

1. Linking value chain activities with improved nutrition and dietary diversity;
2. Changing food consumption behavior to encourage dietary diversity and improvement in childhood nutrition among target beneficiaries;
3. Maximizing the likelihood of sustainability by working with municipal and community leaders (such as through aligning programs to municipal and/or local economic development plans); and
4. Leveraging the private sector technical, managerial and financial support for integration of nutrition-related activities into USAID-funded programming and investing in agriculture-related activities such as small infrastructure, or packing plants as an opportunity for job and income generation in the focus area.

C. Guiding Principles for the CNHC Project

Applicants are requested to be mindful of the *seven GHI principles* as they develop their technical and management approach:

1. *Focus on woman, girls and gender equality*

⁴ *Livelihoods in Guatemala*. USAID/MFEWS. 2009 and ENSMI 2008-09.

2. *Encourage country ownership and invest in country-led plans*
3. *Build sustainability through health systems strengthening*
4. *Strengthen and leverage key multilateral organizations, global health partnerships and private sector engagement*
5. *Increase impact through strategic coordination and integration*
6. *Improve metrics, monitoring and evaluation*
7. *Promote research and innovation*

Additionally, the following guiding principles are specific to this RFA for CNHC interventions:

1. *Build on and strengthen MOH structures and institutions.* Some degree of government-provided health care is available in most communities to be targeted by CNHC. The sustainability of the work carried out by CNHC past the project period depends heavily on the degree to which the approach and structure of the project mirrors the MOH model for health care at the community level. Strengthening the role of local MOH authorities and their ability to carry out their responsibilities, and engaging them in the implementation of the project greatly increases the likelihood that the MOH will ensure the continuity when CNHC ends.
2. *Responsiveness to cultural and linguistic realities of the target population.* Successfully addressing the barriers to increased access to and use of health care as well as changing attitudes and practices that will result in improved nutrition, improved obstetric outcomes and increased family planning use depends heavily on understanding and adapting to the culture and the language of the Mayan populations to be served under this project. This awareness and responsiveness must be reflected in all aspects of CNHC, including building bridges between modern and traditional healing paradigms to ensure the best outcomes for children and women.
3. *Gender equity and women's empowerment.* Project interventions will have a greater impact on improving the health and nutrition status of women and children if prevention education and behavior change activities also include men because of their key role in making decisions about resource allocation and using health facilities. Additionally, increasing women's access to income, education and other resources (e.g., food) will have a strong positive impact on the health and nutritional status of the family as well as place women in a better position to address domestic violence, education of their daughters and increasing their own educational levels. Mobilization efforts to foster women-led community development will be a key intervention to increase women's empowerment. While income generation is not a primary focus of CNHC, project activities and approaches should be designed to establish linkages and take advantage of opportunities to increase women's access to and use of resources to improve their health and nutrition status and that of their children.
4. *Foster partnerships with private sector* Private enterprises are often willing to invest in addressing health care issues in underserved communities as part of their corporate

social responsibility programs. Private sector partners, both local and international, of the USAID Rural Value Chain program in the Western Highlands have an additional economic interest in ensuring their workers and workers' families learn from and build upon relevant experience. Learning from and expanding upon evidence-based practices in nutrition and community maternal and child health interventions are key to fostering the changes in behavior and addressing the barriers to improved nutrition and health status of the rural communities to be served by CNHC. Innovative applications of what we know works in other contexts is encouraged in order to achieve greater impact.

5. *Ensure flexibility to respond to new opportunities and changing conditions.* Flexibility is needed to be able to establish strategic linkages that promote the achievement of project results and expand the reach of project impact. Opportunities for these linkages will inevitably be identified throughout the project period, for instance with other NGOs, private sector entities, academic and training institutions, and organized community groups. The project's "Rapid Response Fund" mechanism (See Section 4.I below) will allow a quick response to such opportunities through new partnerships.
6. *Collaborate and co-invest with like-minded donors.* Information sharing and collaboration among donors reduces duplication and helps keep programs from working at cross-purposes. Learning and best practice sharing can also be a meaningful result of collaboration, as well as co-funding activities to expand impact. Coordination with other USG agencies, especially the Peace Corps, is encouraged.

D. Project Components

The Community Nutrition and Health Care Project has five components which will be implemented in an integrated manner in all targeted communities in support of the MOH's efforts to provide expanded health coverage at the community level. Applicants are encouraged to demonstrate how the five components will be implemented as an integrated approach to primary health care and prevention. Project activities must adapt to the realities of the target communities, as some may have an MOH health post with community outreach personnel, others a "*centro de convergencia*" visited once a month by the MOH PEC team and others no formal structure at all. With the aim of fostering sustainability and encouraging local government structures to play a larger role in ensuring universal health care coverage in their departments, the successful applicant must demonstrate a solid plan that 1) prioritizes the active involvement of local MOH personnel and structures and 2) includes a planned handover to local government authorities (health and municipal) of the responsibility for the community services established under this project.

- Component 1: Prevention of Chronic Malnutrition
- Component 2: Improved Obstetric and Neonatal Care
- Component 3: Community-based Integrated Management of Child Illness
- Component 4: Community-based Family Planning Services
- Component 5: Community Mobilization and Linkages to Local Government for Improved Health and Nutrition

Component 1: Prevention of Chronic Malnutrition

1. Approach to the Prevention of Chronic Malnutrition

The nutrition component of the CNHC Project will focus on social and individual behavior change and promotion of improved nutritional and hygiene practices. Interventions will be directed to adolescent girls, women of reproductive age, and children younger than two years of age, recognizing that the nine months of pregnancy and the first 24 months of life are the “window of opportunity” to prevent stunting and sub-optimal cognitive development. Evidence shows that interventions to prevent poor nutrition of women and children from conception through the first two years of life (“the thousand days”) save lives and ensure that children grow up to be healthy and productive adults.

As chronic malnutrition is a multifaceted problem, its solution needs to be integrated within the health system and within a multi-sector approach to community and local government development. The activities under this component are all part of the existing MOH health program but need to be expanded and strengthened by involving community level structures, mothers and other caretakers, faith-based leaders and local community health workers. **The Essential Nutrition Actions (ENA)**, an internationally accepted set of tools for improving maternal and child nutrition which will be the basis for counseling, community mobilization, educational messages and efforts to improve diet diversity, are shown in Box 2.

Box 2 - The Seven Essential Nutrition Actions (ENA)

1. Optimal maternal nutrition during pregnancy and lactation
2. Optimal breastfeeding during the first six months of life
3. Optimal complementary feeding from 6 months of age, with continued breastfeeding until 2 years of age and improved hygiene practices
4. Appropriate nutritional care of sick and severely malnourished children
5. Adequate intake of vitamin A for women and children (postnatal vitamin A supplementation for women and semi-annual vitamin A supplementation for children from 6 to 59 months of age, sugar fortification and increased intake of vitamin-A rich foods)
6. Adequate intake of iron and folic acid for women and children (maternal and child iron/folic acid supplementation, food fortification and increased intake of iron and folic acid rich foods.)
7. Adequate intake of iodine by all members of the household (salt iodization and increased intake of iodine-rich foods.)

Applicants are encouraged to consult the series of articles on maternal and child undernutrition published in *The Lancet* in 2008, particularly the one on “What works? Interventions for maternal and child undernutrition and survival”⁵, to ensure that the package of interventions

⁵ Bhutta, Z.A. *et al* , *The Lancet* 2008, Volume 371: 417-440.

proposed as well as the targets set for coverage of each intervention are in line with the global evidence on achieving impact.

The objectives of Component 1 are to:

- Effect changes in knowledge, attitudes and, above all, practices that will result in improved nutritional status of women of reproductive age and children under five years, with a focus on improved nutritional intake of pregnant women and the first 24 months of life
- Improve household dietary diversity through linkages with other projects and community initiatives to promote and support family or community food gardens, animal husbandry projects, and improved use of household income
- Engage municipal governments to comply with their responsibility to provide water and sanitation services and
- Engage local health authorities (Health Areas and Health Districts) to comply with their responsibility to provide micro-nutrient supplements (vitamin A, iron/folate tablets, zinc.)

Counseling and education for improved household nutrition and hygiene practices.

Social and behavior change communication (SBCC) activities will be a critical element to achieving reductions in chronic malnutrition in the Western Highlands of Guatemala, where decades of concerted efforts have not made much progress in this realm. Child growth monitoring is widespread in Guatemala through public and private sector partners and provides an entry point for preventive health and nutrition services. However, the follow-up with counseling of the mother or other caretaker concerning the child's nutritional status, eating behavior and diet adequacy is often inadequate or lacking altogether and must be addressed by this project. A key reference that will guide the Applicant's design of an approach to improve these community nutrition services and behaviors is the 2007 "Process evaluation of the growth monitoring and promotion component of AINM-C" conducted by the MOH with USAID support. (http://www.usaid.gov/gt/docs/final_report_2008_AIEPI.pdf)

Improving household hygiene practices is critical for the reduction of diarrheal disease in rural communities which is, in turn, critical for addressing child malnutrition. The Guatemala ENSMI 2008-9 reported that 22% of children had diarrhea in the two weeks previous to the survey, and 22% presented acute respiratory infections (ARI), also in the two-weeks period prior to the survey. Hand washing with soap alone has been estimated to contribute to cutting deaths from diarrhea by half and ARIs by one quarter. The nutritional impact of diarrhea and ARIs is well established as it leads to decreased absorption of nutrients, and acute and frequent episodes can increase the risk of acute malnutrition and mortality. Culturally appropriate messages on household hygiene can be integrated into a wide range of community-level activities. .

Messages on nutrition, child feeding and care, hygiene and clean water developed for counseling of mothers and child caretakers will also be used in educational activities with farmer producer groups of the USAID Rural Value Chain projects that will be implementing activities in the same municipalities as the CNHC Project as well as community development and advocacy

groups. These messages will also be targeted to community youth through linkages with local schools and other youth activities. All counseling and educational material will be adapted appropriately to local language and cultural realities.

Improved household dietary diversity through community-based activities. Diet diversity is a major indicator of good household nutritional levels. It will be important to focus on household knowledge (of both male and female members of household) about the importance of diet diversity and availability of nutritious foods as well as community-based initiatives that will contribute to consumption of a wide range of nutrient-rich foods. In communities with little diet diversity beyond corn and beans, it will be critical to provide households and communities with the basic resources and knowledge to improve availability, access to and use of nutritious and diverse foods. In some areas where production is sufficient, food behaviors and practices remain the major barriers; however, in other communities, the sheer absence of diverse foods poses a threat to the nutritional status of women and children. The choice in types of foods produced will have a particular impact on consumption patterns and its subsequent impact on the nutritional status of women and children. For example, increased production in staple crops will help to fill energy needs, but additional fruits, vegetables, and animal source products are also necessary to fill micronutrient gaps. Applicants are encouraged to explore innovative responses to these issues, including collaborative relationships with other entities (other NGOs, private sector entities, municipal governments, technical training institutions.)

Additionally, women and families need information on available foods and improved food preparation techniques as well as child feeding practices to improve nutritional status. For example, many households grow vegetables for local sale and export, but do not know how to prepare them for home consumption. And some Title II partners have succeeded in promoting increased egg consumption as part of a program to increase the production of laying hens, overcoming some traditional beliefs about the harmful effects of egg consumption by pregnant women and children. Education and communication activities should address women's and men's knowledge of the nutritional value of diverse foods and how to store and prepare them. Particular attention should be paid to including men, typically the primary decision-makers on household food expenditures and production, in the educational activities.

Activities to improve dietary diversity will be carried out in close collaboration with other USAID efforts to link agricultural and animal husbandry interventions with nutrition improvement: the Title II program, the Rural Value Chain Program and the models demonstrated through technical assistance from the FANTA II Project.

Engagement of local municipal governments and health authorities. The role of local municipal governments in ensuring adequate potable water and basic sanitation services to rural communities is key to a sustainable solution to the chronically high levels of diarrheal disease, and its effect on absorption of nutrients, in rural populations. Assistance from USAID's Local Governance project to municipal governments in the Western Highlands will include strengthening of planning, implementation and monitoring of water and sanitation services. The CNHC Project will be expected to create and maintain strong linkages to these efforts at the municipal and community levels.

Vitamin A and iron and folic acid supplementation for women and children under five years of age are part of the standards of care for MOH primary health centers and monthly itinerant PEC services. However, the services are not having the desired effect on reducing micronutrient deficiencies in rural populations because of chronic stock-outs of these products at the community level. In order to improve the coverage and effectiveness of these interventions, adequate supplies will have to be in stock at the community level on a continuous basis. Within the decentralized MOH system, local Health Area Directorates at the departmental level, as well as the NGOs providing PEC services, must purchase their own iron/folate and zinc supplements. Vitamin A supplements are provided through an often poorly functioning supply chain from the central level to local levels. The CNHC Project will work with local health authorities to assist in addressing the procurement and logistics issues they face in maintaining constant supplies of micronutrient supplements at the community level. Applicants are encouraged to identify creative solutions to address this issue.

2. Expected Results from prevention of chronic malnutrition

Activities under this Component are expected to achieve the results linked to the Essential Nutrition Actions listed above, which include improving intake of dietary sources of micronutrients as well as micronutrient supplements. While Applicants should include a range of indicators with proposed targets in their illustrative Performance Management Plan that correspond to the proposed strategy and approach, the following indicators and targets are a minimum set of results expected from the CNHC project.

Indicator	Target
Rate of exclusive breastfeeding	By the end of the project, 75% of children under six months of age in the target population are exclusively breastfed.
Rate of vitamin A supplementation in children under five years of age	By the end of the project, 80% of children under five years of age in the target population receive vitamin A supplements.
Rate of folic acid supplementation in pregnant women and children under five years of age	By the end of the project, 95% of pregnant women and 80% of children under five years of age in the target population receive folic acid supplements.
Rate of iron supplementation in pregnant women and children under five years of age	By the end of the project, 95% of pregnant women and 75% of children under five in the target population receive iron supplements.
Rate of global malnutrition (weight for age) in children under two years of age	For each year of the project, starting in Year 2, a reduction of at least 2% in low weight for age in children under two years of age in the target population.
Rate of stunting (height for age) in children under five years of age	A reduction of at least 2% in low height for age in children under 1, 2, 3 and 4 years of age in Years 2, 3, 4, and 5 respectively in the target population.

Component 2: Improved Obstetric and Neonatal Care

1. Approach to improving obstetric and neonatal care

The success of maternal and neonatal health interventions within a community requires a careful understanding of the local culture and customs surrounding childbirth and the role of key stakeholders. The availability and skill capacity of the existing cadre providing childbirth care in the community must be carefully considered. While the ideal cadre is comprised of skilled birth attendants who have received formal training in obstetric services, in most Guatemalan communities there is insufficient human resource capacity to even staff health facilities and, thus, even lower potential to retain skilled providers in remote or rural settings. Traditional birth attendants (*comadronas*) already attend the majority of births at home, and incentives may be offered to engage them in the formal health system to encourage partnership with Community Health Workers (CHW) or medical doctors and change behaviors with culturally contextualized training programs.

The continuum of care approach will be the conceptual framework for integrated maternal, neonatal, and child health component of the Community Nutrition and Health Care Project. The continuum of care has been defined by the dimensions of time through the lifecycle and levels of care within the health system. At the community level, programs to reduce maternal and neonatal deaths must address risk factors across the entire continuum of the life cycle from adolescence through pregnancy and childbirth. For example, ensuring adequate child nutrition may reduce rates of maternal stunting, and delayed age of first birth may decrease the risk of obstructed labor. A functioning continuum of care between home and health facility is required to minimize potentially deadly delays in seeking professional help and effectively link women and newborns with care. Context specific issues should be considered, depending on local constraints such as distance, difficult terrain, or cultural practices.

Approaches to build this home-to-facility continuum and overcome the first (recognition of an obstetric danger sign) and second (taking the decision to take the woman to a facility) delays will be the focus of the proposal and may involve at least two main strategies: First, delays can be reduced by “moving” the community toward the facility, for example through mobilizing and empowering families to seek health care with birth preparedness planning, transportation systems, as well as financing strategies to reduce the up-front costs of transport or hospital care. Further delays in transportation may occur between first level health facilities and the referral hospital, especially if emergency obstetric care is not available at the first level, and may be reduced by improved communication and referral systems.

Secondly, the formal healthcare system can reduce delays by bringing the necessary care closer to the community; for example, improving the skills of community midwives, enhancing the resolution capacity of birthing centers in the community, or identifying women at highest risk to come to maternity waiting homes near a facility with emergency obstetric care. Some

interventions may be provided at community level by skilled attendants or community cadres, although this typically is not adequate for emergency obstetric care.

The objectives of Component 2 are to:

- Increase community knowledge and practice of preventative behaviors, as well as recognition, identification, and care seeking for danger signs and symptoms in pregnancy, childbirth and post-partum.
- Foster linkages between pregnant women (and their families) and health facilities for preparing and executing birthing plans
- Promote broader community action to address major barriers to care: for example, engaging with village health committees to address transport and financial barriers to care.
- Pilot test and establish financial strategies to address the financial barriers families face in using facilities for childbirth (e.g. transportation vouchers for pregnant women in remote communities, reimbursable by the MOH.)
- Promote family care-seeking for maternal-newborn care through behavior change communication, identification and referral of sick infants by CHWs.

2. Expected Results from improving obstetric and neonatal care

Activities under this Component are expected to achieve the results linked to the above objectives. While Applicants should include a range of indicators with proposed targets in their illustrative Performance Management Plan that correspond to the proposed strategy and approach for maternal and neonatal health, the following indicators and targets are a minimum set of results expected from the CNHC project.

Indicator	Target
Rate of births with skilled birth attendant	By the end of the project, 42% of births among the target population are attended by a skilled birth attendant.
Rate of use of birth plans (including emergency planning)	By the end of the project, 75% of births in the target population follow the family-established birth plan, including emergency management.

Component 3: Community-based Integrated Management of Childhood Illness (C-IMCI)

1. Approach to C-IMCI

IMCI was developed by the World Health Organization as a holistic approach to improving the diagnosis and treatment management of sick children. It consists of a facility component (F-IMCI), which aims to improve health workers skills and service organization and patient flow at facilities, and a community component (C-IMCI), which aims to maximize the efficiency and effectiveness of diagnosis and treatment at the community level outside of health facilities.

IMCI addresses the comprehensive health and development needs of children under the age of 5 years in an integrated way and concentrates on the accurate identification and management, in outpatient and home settings, of the medical conditions that most frequently cause morbidity and mortality. It also focuses on preventive measures, immunization, good nutrition and health promotion by improving the performance of health workers and community care practices, as well as the provision of careful counseling of caregivers and appropriate referral of seriously ill children. Recently IMCI has been expanded to include the care of newborn and young infants and children infected with HIV.

For the implementation of the proposed CNHC Project, the lack of trained health workers at the community level will constitute one of the most serious constraints to be addressed. Introducing training on the IMCI strategy in both pre-service and continuing in-service training of health workers has often been problematic, preventing the large-scale coverage hoped for. Major obstacles in reaching a critical mass of trained health care workers include the cost of a model reliant on centralized, tutor-based training, a shortage of experienced trainers, an inadequate supply of training materials, poor follow-up support, and frequent attrition of trained staff.

On the other hand, training health workers to identify large numbers of signs and then using a diagnostic algorithm based on all these signs in community health services (or even health posts and busy health centers) in resource-poor settings, typically threatens the feasibility and effectiveness of IMCI implementation. Thus, efforts have been made to summarize the evidence available on clinical predictors of serious illnesses to help define a likely minimum set of signs that would be most useful in such settings. A current WHO multicenter study is reviewing a panel of signs and symptoms for such a pared-down approach for resource-poor settings. The challenge for IMCI has been, and remains, the shift from a vertical disease-specific approach of traditional programs to a more integrated and horizontal child approach, similar to the maternal-neonatal care approach that has been developed for use world-wide.

In a typical health facility where many children present with overlapping signs and symptoms of disease, establishing a single diagnosis can be difficult and may not be feasible or appropriate, particularly in first level health facilities where examinations involve few instruments, limited or no laboratory tests, and no radiographs. The IMCI clinical management adopts a symptoms-based approach, where a limited number of carefully selected symptoms and signs (with the highest sensitivity and specificity) are the entry point. The purpose of the classifications is to enable the primary health care provider to select a management plan rather than make a precise diagnosis that would often be impossible at that level, based only on clinical grounds and the assessment of a few signs.

The services provided in underserved communities under the PEC are generally adequate to deliver episodic child health interventions including immunization and vitamin A. The PEC model of services, however, does not provide adequate, on-going care for child illness. The major causes of post-neonatal and child illness and mortality in the Western Highlands are diarrhea and pneumonia. Expanding community management of child diarrhea and pneumonia, including emphasis on nutritional management during and after illness, will reduce the morbidity and mortality associated with these two childhood diseases.

The objectives of Component 3 are to:

- Improve community health worker (CHW) knowledge and skills for the provision of C-IMCI, particularly for management of child diarrhea and pneumonia.
- Support and strengthen the MOH delivery of IMCI at the community level, ensuring a full-time health worker presence in the community and adequate supplies of essential drugs and commodities
- Improve family and community practices related to child health and development.

Activities under this component are expected to address the important linkages between care provided at the community level and MOH facility-based care with appropriate referral and counter-referral systems and focus on key interventions that CHWs can provide at the community level to address the two major causes of child illness and death in the Western Highlands, diarrheal disease and pneumonia. It will be critical to involve the Health Area Directorates (DAS) in the implementation and supervision of activities in order to strengthen their capacity to assume the responsibilities for maintaining the level of effort when the CNHC project ends.

2. Expected Results for C-IMCI

Activities under this Component are expected to achieve the results linked to the above objectives. While Applicants should include a range of indicators with proposed targets in their illustrative Performance Management Plan that correspond to the proposed strategy and approach for improving child health, the following indicators and targets are a minimum set of results expected from the CNHC project.

Indicator	Target
Incidence of diarrheal disease	By the end of the project, 85% of children under five years of age in the target population are free of a diarrheal episode in the last two weeks.
Rate of management of diarrhea by community health workers	By the end of the project, 70% of diarrheal episodes in children under five years of age in the target population are diagnosed and treated by community health workers.
Rate of management of pneumonia by community health workers	By the end of the project, 70% of pneumonia cases in children under five years of age in the target population are diagnosed and treated by community health workers.
Rate of complete immunization coverage	By the end of the project, 95% of children 12 to 23 months in the target population are completely vaccinated.
Rate of well-baby care visits	By the end of the project, 75% of children under two years of age in the target population have regular well-baby visits.

Full-time presence of a trained health worker in the community	By the end of the project, 80% of the target communities have a full-time trained health worker providing community health services.
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Component 4: Community-based Family Planning Services

Community-based distribution (CBD) of family planning services and methods increases contraceptive use by making access convenient and by involving the participation of trusted community members, organizations and programs. CBD of contraceptives may take the form of home visits, fixed or mobile community posts, mini-clinics at a CBD worker's home in the community, or one-on-one and group education meetings. Many women wish to receive family planning methods in a private and confidential setting such as a CBD worker's home or their own homes. In general, community workers are trained to provide family planning and other services within programs that can be tailored to meet the social, cultural, and religious needs of the communities.

Nongovernmental organizations such as APROFAM have played a crucial role in the implementation of approaches to make contraceptives widely available through institutional, mobile and community based services. Over the years APROFAM has identified and trained approximately 3,500 "*promotores voluntarios comunitarios*" in the rural areas of the country, of which 820 are located in the USAID priority departments of Western Highlands. . These are community-based distributors who provide their communities with counseling and products, selling the methods at social marketing prices and keeping a 20% to 25% sales margin (depending on the method.) Their initial investment in products is facilitated by a microloan from APROFAM and, in addition to FP methods, they typically also sell other basic popular medicines to complement their profits. The *promotores voluntarios comunitarios* are trained by supervisory *educadores* on the basics of family planning and sexual and reproductive health and are provided with a manual and counseling flipcharts based on the "*Capacitando sin Letras*" methodology. Their supervisors oversee commodities stocks, sales and quality of counseling and home visits conducted by the *promotores*.

The cornerstone of family planning CBD is extensive use of community networks and of trained community residents. An effective project requires efficient resupply and distribution mechanisms, carefully designed supervision systems, and medical back-up facilities. Nurses, auxiliary nurses, midwives, traditional birth attendants, and members of the community are being trained to carry out the counseling and distribution of FP methods at the community level. Traditional birth attendants (*comadronas*) remain an important part of the Guatemalan health care system and their importance should not be underestimated. It is not only their function of assisting mothers in childbirth that solidifies the *comadronas* importance in society; it is their continually expanding roles both within their communities and as a connection between the biomedical world and the neighbors and families that trust them. They have a link with the formal health care delivery system both at the health facility level (some facilities allow

comadronas to accompany the birth process as part of the MOH efforts in *interculturalidad*) as well as in the community extension activities under the MOH PEC.

1. Approach to community-based family planning (FP) services

The objectives of Component 4 are to:

- Increase the use of family planning services at the community level through community-based education, counseling and distribution of short term methods (condoms, oral contraceptives, injectable contraceptives)
- Link with other USAID-supported FP partners who will provide long-term and permanent methods in target communities through mobile clinics
- Provide linguistically and culturally adapted education and information on FP and RH (including sexually transmitted infections) to women and men, including adolescents, through a variety of community groups and communication channels
- Establish linkages with local schools and youth programs and activities to provide youth-appropriate FP and RH education and CBD services.

Increase of community-based services will largely include work with the NGOs of the PEC program which offer all short-term FP methods including fertility awareness methods (FAM) and the lactation amenorrhea method (LAM); house visits for services and education on FP and birth spacing that will complement other areas such as: nutrition, breastfeeding, hygiene, monitoring the use of micronutrients and complementary food, immunizations, detecting, managing or referring diarrhea and respiratory infections, detecting and referring obstetric and neonatal emergencies. Innovative and creative strategies are encouraged to expand CBD of contraceptives to other community workers and structures such as traditional birth attendants and healers, community pharmacies and medicine outlets, organized community and civil society groups such as the Indigenous Alliances for Reproductive Health community; and facilitators and educators.

2. Expected Results of Community-based FP services

Activities under this Component are expected to achieve the results linked to the above objectives. While Applicants should include a range of indicators with proposed targets in their illustrative Performance Management Plan that correspond to the proposed strategy and approach for meeting the unmet need for family planning services, the following indicators and targets are the minimum set of results expected from the CNHC project.

Indicator	Target
Use of modern FP methods in targeted communities, including LAM	By the end of the project, 52% of women in the target population use a modern method of family planning, including LAM.
Percentage of communities with community based distribution of family planning methods	By the end of the project, 75% of the communities in the target area have community-based distribution of family planning methods.

Component 5: Community Mobilization and Linkages with Local Government for Improved Health and Nutrition

Community Mobilization for Health is weak in Guatemala. It reflects the poor exercise of human rights in general and rights to health in particular. There do not appear to be natural organizational structures in Guatemala that foster community mobilization activities, as there are in many South American countries. The reasons may be cultural or historical: very likely, community participation was nipped in the bud by the 30-year internal armed conflict that severely punished any attempt at community organization or mobilization. Whatever the cause, community governments and community structures are extremely weak and are seldom effective in engaging community members in the exercise of their rights. Community Development Councils (COCODES) are the closest structure to community government, and COCODES have a health representative in some communities.

(http://www.usaid.gov/gt/docs/consejos_municipales_desarrollo.pdf) However, COCODES seldom address or resolve health issues. When an effective organization exists at the community level, it most likely belongs to an NGO. When the work of the NGO is done and funding is gone, so is the community structure that was instituted. It follows then, that individuals and communities are not involved in advocating and negotiating with local government authorities for health services in their communities or in proposing solutions to health needs. They often do not recognize they have a right to health care and health services and are not empowered to do anything about it. In recognition of this situation, the CNHC Project is placing specific emphasis on community mobilization as an essential project component to engage and empower individuals and community structures to effect change at the community level. Experience from other countries and other contexts shows that active engagement of the community is essential to the institutionalization and sustainability of improved health services at the community level, particularly if led by women.

1. Approach to community mobilization and linkages with local government

Community mobilization is seen here as the process of involving stakeholders and strategic actors in creating a roadmap to achieve a common goal and identifying the powers that influence decision-making. It involves the identification of strategic spaces for political incidence, social participation and for strengthening citizenry. The process of engagement in community dialogue can often lead to improved definition and implementation of public policy by identifying key actors and their level of influence in establishing priorities and policies within the health system. The specific benefits of incorporating community mobilization into an integrated community health program have been identified in previous USAID-funded projects and are listed below as objectives of this Component:

- Strengthen citizens' participation and community organization for political decision-making around health issues, thereby contributing to democratic processes and social development.

- Empower individuals and communities to assume responsibility for improving their health situation with sustainable approaches.
- Improve the conditions that protect the health and wellbeing of future generations.
- Improve lifestyles of the population so that they can adopt healthy attitudes, behaviors and practices based on approaches that strengthen social investment.
- Improve the quality of health services so that they become efficient, effective and transparent.
- Advance coordination between local government and institutions and organizations in the same jurisdiction.
- Strengthen local governance.
- Advocating for and ensuring that municipal governments improve and maintain water quality

The Applicant should consider a strategy to build upon and create links between this activity and other USAID advocacy work in the health sector. The Reproductive Health Observatories (OSAR, Spanish acronym) at the national and departmental levels have assumed responsibilities for advocacy work regarding reproductive health, maternal mortality and nutrition. Although the OSAR chapters work primarily at the urban level, their advocacy experience and monitoring of GOG commitments to health provide excellent examples venues for initiating community mobilization work. USAID also supports the Alliance of Indigenous Women's Organizations for Reproductive Health (ALIANMISAR, Spanish acronym.) ALIANMISAR members are trained to monitor health conditions in the MOH facilities and at the community level and are recognized by the GOG Human Rights Ombudsman as volunteers that can monitor and report on health conditions in indigenous communities. ALIANMISAR training and recognition by the Ombudsman has empowered indigenous women to get involved in addressing health conditions in their communities and municipalities. Their expertise and experience will be a valuable link to organizing and mobilizing target communities for action.

The Conditional Cash Transfer (CCT) Program for Guatemala, *Mi Familia Progres*a, has trained 180 monitors in health, education and transparency and accountability in each participating community. The monitors are mostly women from the communities where they work who have acquired experience monitoring conditions in their respective environments. This is another source of mobilization activists that could be engaged to assist with the proposed CNHC project to convene and launch community mobilization efforts.

The other important element of this Component is the creation of linkages with local GOG authorities, both at the municipal government and with health authorities at the district and health area levels (DAS) to engage them in the fulfilling of their responsibilities for the provision of health care services to the communities in their jurisdiction. The specific actions required of them and the development and strengthening of their capacity to fulfill their obligations have been outlined under each of the preceding four components. The Applicant will propose a strategy and implementation plan for establishing linkages with local government entities to engage them in the solutions to community health care delivery outlined in the other four

components of this project as well as describe the community mobilization methodology (ies) that will be implemented at the “grass roots” level.

Activities under this component are expected to build on existing USAID and GOG projects and mechanisms in citizen advocacy, community mobilization and community involvement in monitoring transparency and accountability of government systems. The proposed approach will build strong, sustainable mobilization structures and processes that can be maintained and sustainable after the project ends.

2. Expected Results from community mobilization and linkages with local government

Activities under this Component are expected to achieve the results linked to the above objectives. While Applicants should include a range of indicators with proposed targets in their illustrative Performance Management Plan that correspond to the proposed strategy and approach to community mobilization, the following indicators and targets are the minimum set of results expected from the CNHC project.

Indicator	Target
Percentage of communities with Health and Nutrition Committee meeting the following requirements: 1) Work under and in coordination with the COCODE/COMUDE and other municipal leaders 2) Use a participatory methodology to reach decisions 3) Design and implement an effective plan of action that addresses the identified health needs of the target population 4) Effectively empowers and involves women leaders	By the end of the project, 100% of communities in the target area has a Health and Nutrition Committee meeting the identified requirements.
Percentage of Health and Nutrition Committees headed by women	By the end of the project, 25% of Health and Nutrition Committees in communities in the target area are headed by women.
Percentage of communities with access to safe water source.	By the end of the project, 50% of communities in the target area will have access to safe water.

E. Strategic Communications

Strategic Communications for the CNHC project will include a significant **social and behavior**

change communication (SBCC) component as well as a development communications strategy. SBCC will be an important element in activities across all five CNHC project elements. While the improvements in nutritional and health status sought by this project are ultimately the result of individual choices and behavior, SBCC recognizes that individual behaviors are strongly determined by social norms. The information, education and communication activities of CNHC will not only target individual behavior change but will also emphasize shifting social norms to influence multiple behaviors and collective action. This will be particularly important in effecting changes in behaviors surrounding issues with strong cultural and social traditions, for instance, child feeding, use of family planning, domestic violence, and home births. Applicants requested to propose an integrated SBCC strategy that demonstrates knowledge of behavior change theory and basic principles of communication methodology (audience segmentation, formative research, pre-testing of messages and monitoring and evaluation of results.). Suggested approaches include facilitating trusted peer education channels, using popular media for educational messaging, engaging social leaders and stakeholders in the community, partnering with the commercial sector, and harnessing the power of information technologies, such as cell phones, hand-held or solar-powered devices for Q&A in counseling or transmitting regular messages, and hotlines using SMS texting.

The project's SBCC activities will be guided by a **Strategic Communication Plan** to reach segmented audiences with messages and needed support to motivate sustained behavior change that is in line with the USAID Guatemala CDCS and the Program Description of the CNHC project. Applicants will develop an illustrative Strategic Communication Plan that demonstrates the SBCC approach and key elements to be used in the proposed CNHC project. The program's Performance Monitoring Plan (PMP) will measure the effectiveness and efficiency of the Strategic Communication Plan and communications activities.

As part of project start-up, the Recipient is expected to finalize the project's Strategic Communication Plan with USAID and other key stakeholders. This plan will identify further research needs and will dovetail with the annual Work Plan and PMP. The project's Strategic Communication Plan is expected to be complete with all the key pieces including: strategic elements, tactics, communications materials, timeline, and budget. Creative briefs will be developed for all communication material and communication activities, clearly identifying the audience, key behaviors targeted, take home messages and the vocabulary and/or other means of communication that will resonate with the audience segment, considering low levels of literacy. The creative brief process is expected to be conducted with selected key stakeholders, including USAID.

USAID/Guatemala anticipates a larger than normal interest in the implementation of the GHI and FTF initiatives. The Recipient of CNHC will be responsible for preparing materials for high-level visitors to project activities that include but are not limited to: "scene setters", trip itineraries, event agendas, success stories, press releases and reports, and video presentations of the project. Therefore a robust **development communications strategy** and the staffing and resources to ensure the importance of this aspect of the project are particularly important. As part of the illustrative Strategic Communications Plan, the Applicant is requested to describe

the communication strategy that CNHC will use to inform USG, GOG and other audiences about the progress of the project, including the development of success stories and weekly news. Products developed as part of this strategy should be reported in the regular Technical Quarterly Report.

It is anticipated that SBCC activities will incorporate education and communication materials already developed and validated for use with Guatemalan indigenous audiences as well as adapt new ones. All communications materials must be submitted to the USAID Agreement Officer's Technical Representative (AOTR) for review and approval at key points of concept, design, development and pre-production. All camera-ready art, final production files, protection master videotapes and other final versions of all program and communications products shall be submitted to USAID upon agreement termination, unless they have been submitted previously. The AOTR shall receive a minimum of 10 copies of all program and communications products as they are produced.

F. Gender equality and women's empowerment

Addressing gender equality and women's empowerment is a cross-cutting issue under each component of CNHC. Girls, adolescent and adult women will be direct recipients of project interventions to improve nutritional and health status. However, Applicants will also propose strategic actions, integrated into the proposed nutrition and health activities, that will strengthen the personal, leadership, social and entrepreneurial skills of rural women:

- Provide training for women who are involved in the community-based health, nutrition and family planning interventions proposed under the project components
- Promote opportunities so that women leaders can participate as role models to other women (adolescents as well as adult women)
- Create spaces that provide the opportunity for girls and women to exchange experiences and knowledge
- Promote social awareness by communicating the value of women in community health and development processes
- Engage fathers, husbands and boy-friends in discussions around domestic violence, family planning and other key issues underlying gender equality
- Develop gender-focused indicators that will track changes in the women's empowerment and gender equality
- Provide training to men and male adolescents on FP and nutrition.

G. Award and Management of Sub-Grants

CNHC implementation may use the competitive award of sub-grants to finance project Components and activities. The Applicant will describe its approach to, and how it will manage, the competition and award of grants in line with USAID best practices and the Guatemalan situation. The Applicant will design ***an approach to grant-making*** that is cost effective and designed to be responsive to the needs of implementing community-level health, nutrition and

mobilization activities; and ***procedures for identifying and approving proposals*** that are not onerous and ensure flexibility. The Applicant will establish a cost-effective system for awarding and managing grants, including ensuring timely and accurate monitoring of and reporting by sub-grantees. The applicant will be responsible for ensuring that selected sub-grantees comply with all applicable USAID's regulations to responsibly manage USAID funds.

H. Environmental Compliance.

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, requires that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Applicant environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFA.

In addition, the Recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

An original Initial Environmental Examination (IEE) LAC-IEE-04-08 and its amendments (most recent LAC-IEE-11-64) have been approved for the Project funding this RFA. The Recipient shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this RFA and it includes the following language to be applicable to this Project:

A **Categorical Exclusion** is issued to those activities involving education, technical assistance and training, pursuant to 22CFR 216.2(c) (2):

- (i) Education, technical assistance, or training programs except to the extent such programs include activities directly affecting the environment (such as construction of facilities, etc.).

USAID has determined that a **Negative Determination with Conditions** applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment.

Negative Determination with Conditions is issued to (i) activities involving health facility repairs and construction, kitchen and latrine cleaning and construction, as well as rehabilitation of schools, health post centers, and water and sanitation systems; and (ii) activities that will involve the handling and disposal of medical waste.

Conditions include:

Appropriate environmental guidelines and/or mitigation measures have to be developed for activities with negative determination with conditions.

For such activities that generate medical waste, the recipient shall follow USAID guidelines (as per WHO Handbook for Safe Handling, Treatment and Disposal of Wastes) for the handling and disposal of any medical waste. The Recipient shall develop an Environmental Mitigation Plan (EMP) detailing how the implementing partner will handle medical waste issues, to be submitted to the Agreement Officer Technical Representative (AOTR) for approval by the Mission Environmental Officer (MEO) and Regional Environmental Advisor (REA) prior to implementation. Information on EMP is located at the following websites:

http://www.usaid.gov/qt/docs/emp_format.pdf and
http://www.usaid.gov/qt/espanol/docs/emp_format_spanish.pdf

The Recipient shall follow USAID's "Environmental Guidelines for Development of Activities in Latin America and the Caribbean", especially Chapter 2 regarding small-scale infrastructure, to identify mitigation measures. This document is available at the following website: http://www.usaid.gov/locations/latin_america_caribbean/environment/docs/epiq/epiq.html. Upon identification of site-specific actions for repairs and construction, the recipient shall develop an EMP to be submitted to the AOTR for approval by the MEO and REA prior to implementation.

As part of its initial Work Plan and all Annual Work Plans thereafter, the Recipient, in collaboration with the USAID AOTR and MEO, or REA as appropriate, shall review all ongoing and planned activities under this program to determine if they are within the scope of the approved Regulation 216 environmental documentation. If the Recipient plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID. Regular reporting by the Recipient to the AOTR will include a section on environmental compliance.

A provision for sub-grants is included under this award; therefore, the Recipient shall be required to use an Environmental Review Form (ERF) or Environmental Review (ER) checklist using impact assessment tools to screen grant proposals to ensure the funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. Use of the ERF or ER checklist is called for when the nature

of the grant proposals to be funded is not well enough known to make an informed decision about their potential environmental impacts, yet due to the type and extent of activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of sub-grant activities cannot go forward until the ERF or ER checklist is completed and approved by USAID. The Recipient is responsible for ensuring that mitigation measures specified by the ERF or ER checklist process are implemented.

USAID anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to the RFA should therefore include as part of their application their approach to achieving environmental compliance and management, to include:

- The Applicant's approach to developing and implementing an environmental review process for a grant fund and/or an EMP.
- The Applicant's approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.
- The Applicant's illustrative budget for implementing the environmental compliance activities. For the purposes of this solicitation, applicants should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

I. Rapid Response Fund.

USAID requires that the Recipient establish a mechanism to manage and implement a Rapid Response Fund over the five-year period of implementation. This Fund will give the Recipient and USAID the flexibility to quickly and efficiently respond to unanticipated issues or to design program activities in response to opportunities that have not been foreseen or anticipated but that offer high pay off within any of the components under this Agreement. The fund will be managed by the Recipient in a separate line item. The use of these funds requires USAID Agreements Officer's Technical Representative (AOTR) prior written approval, and shall be reported in Quarterly and Annual Performance Reports.

J. Key Personnel.

Specific requirements to be taken into consideration for key personnel include:

Chief of Party:

- A minimum of eight years of experience in a managerial position in the health sector in Guatemala or elsewhere in Latin America, with a minimum of three years of experience in management or technical assistance to a primary health care program,
- A post-graduate degree (master's or doctoral level) in public health, nutrition, health sciences or related field and demonstrated experience in management of large, community-based projects and in management of large inter-disciplinary team,

- A history of productive involvement with governmental health systems, processes and service delivery models in Latin America,
- Demonstrated knowledge and background in community mobilization strategies,
- Demonstrated problem solving skills, collaboration experience, creativity and willingness to innovate,
- Excellent written and speaking English and Spanish skills.

Nutrition Specialist:

- A minimum of ten years (at least three of these years in Guatemala) of experience in programmatic application of nutrition, with ample experience in integration of nutrition with maternal and child health at the community level ,
- Master's degree or higher in nutrition,
- Demonstrated technical expertise, ample field of experience and relevant technical background in nutrition topics,
- Demonstrated ability to address behavior change issues in improving household nutritional status,
- Proficiency in written and spoken English and Spanish.

Social and Behavior Change Communication Specialist:

- A minimum of five years working in BCC programming.
- Master's degree in social communication, social marketing or a relevant field.
- Demonstrated abilities and experience in SBCC strategy development (a minimum of 7 years), implementation and monitoring and evaluation of SBCC interventions
- Excellent written and speaking English and Spanish skills.

Community Mobilization Specialist

- A minimum of eight years of experience in community-based development programs focused on organizing local government, community mobilization, promoting groups or related activities.
- Bachelor's degree in communications, social science or related field.
- Demonstrated technical expertise in community mobilization approaches and a history of success in ability to engage communities in self-help action.
- Proficiency in Spanish and at least one Mayan language.

Financial and Administrative Manager:

- A minimum of five years' experience in financial and administrative management of large international projects.
- Demonstrated experience with financial and administrative systems of large international projects.
- Bachelor's degree in relevant field.
- English skills (written and speaking) at level 3.

V. EVALUATION AND PERFORMANCE MONITORING

A. Evaluation

Under the Obama Administration, USAID has committed to evaluating programs and projects using credible impact evaluation methodologies. To be credible, impact evaluations and program evaluations should be conducted by objective third parties. USAID/Guatemala will engage the services of a third party institution to assess the CNHC project impact, collecting data at three points in the project period to have a baseline, mid-term and final measurement of outcome and impact indicators. CNHC cooperation and input will be needed when it is subject to such evaluations. CNHC will also benefit from engaging in and cooperating with evaluation activities that allow project managers and field staff to gauge whether the behavior change they are attempting to foster and improved services they are providing are indeed a reality and be ready to redirect investments or activities when needed.

B. Performance Monitoring

Processes to monitor progress and project performance should be utilized in order to assess the on-going results of the program interventions and whether or not objectives are being achieved and if interventions should be adjusted. The Applicant shall propose a Performance Monitoring Plan (PMP) as part of a response to this RFA. The PMP will be reviewed as part of the selection process. The PMP specifies process, output and outcome indicators, targets, and methodologies that will be used to monitor the progress of project activities towards achieving key milestones and results related to project objectives, expected outcomes, impacts, and measures of accountability. Regular PMP reports also give USAID a tool for gauging performance and understanding any unforeseen changes in strategy needed to achieve intended results. The PMP should incorporate required Global Health Initiative and relevant Feed the Future indicators that will need to be monitored during project implementation.

Applicants will submit an illustrative PMP that includes notional indicators to objectively measure progress towards achieving each of the results included in the proposal, anticipated Life of Project and annual targets for these indicators, and a strategy for monitoring these indicators during implementation. Data collection efforts may be necessary at the beginning of the project to verify or establish baseline information for many of the project indicators. Most project PMP indicators will be reported on in project quarterly and annual reports. The PMP will be designed to disaggregate by gender, allowing the full capture of program impact on women and, if applicable, disaggregated by age group in order to assess the focus on young women of reproductive age. The Applicant must also address the data collection process to ensure that quality data are collected and available to inform management decisions. The key criteria for assessing the quality of performance data are: validity, reliability, timeliness, precision, and integrity.

The Applicant should be familiar with the standard indicators that USAID is obliged to measure for various agency frameworks, such as the Global Health Initiative, the Feed The Future results framework, and the Foreign Assistance Coordination and Tracking System (FACTS). The

illustrative indicators provided in this RFA are intended to provide an example only. Applicants should propose project indicators other than the illustrative ones provided in this document if they better capture the proposal's ability to measure impact.

The PMP will be finalized after project start-up, in consultation with USAID, and submitted with the finalized first Annual Work Plan. Any subsequent changes in the PMP will require concurrence from the CNHC AOTR at USAID. The finalized project PMP will include a brief narrative outlining, at a minimum, the following:

- The Recipient's data collection method (e.g., how often data is collected, who collects the data, who analyzes the data collected, controls in place to safeguard data);
- Data quality information for all relevant indicators (USAID proposed/Recipient proposed indicators). Data quality includes: a precise definition of the indicator, unit of measure, and disaggregation information to include women and men, youth, members of vulnerable populations and people with disabilities;
- Indicator validity (i.e., the relationship between the indicator and the desired output or result);
- Life of activity targets for each relevant indicator for each fiscal year of this program; and
- The Recipient's procedures for ensuring data quality of sub-recipients' reported data.

VI. AUTHORIZING LEGISLATION

This award is authorized in accordance with the Foreign Assistance Act of 1961, as amended.

APPLICABILITY OF 22 CFR PART 226 (MAY 2005)

(a) The provisions of 22 CFR Part 226 and the Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.

(b) For any awards or subawards made to Non-US organizations, the "Standard Provisions for Non-US Nongovernmental Grantees" shall apply. All recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

VII. AWARD ADMINISTRATION

For U.S. organizations, 22 CFR 226, OMB Circulars, and the Standard Provisions for U.S. Nongovernmental Recipients will be applicable. For non-U.S. organizations, the Standard Provisions for Non-U.S., Nongovernmental Recipients will apply. While 22 CFR 226 does not directly apply to non-U.S. applicants, the Agreement Officer will use the standards of 22 CFR 226 in the administration of the award. For Public International Organizations (PIOs), the Standard Provisions for Grants to Public International Organizations as required by ADS 308 will apply. These documents may be accessed through the world-wide-web at:

<http://www.usaid.gov/business/regulations/>

[END OF SECTION I]

SECTION II – AWARD INFORMATION

II.1) ESTIMATE OF FUNDS AVAILABLE

Subject to the availability of funds, USAID intends to provide approximately between \$27,000,000.00 to 32,000,000.00 in total USAID funding for the life of the Project, as follows:

Availability of funds: Initial funds for this activity are provided as approved in USAID/Guatemala 2011 Operational Plan. Additional funds will be sub-obligated in accordance with the new bilateral Country Strategic Plan for 2011-2015 upon its approval.

II.2) NUMBER OF AWARDS CONTEMPLATED

USAID intends to award only one (1) Cooperative Agreement pursuant to this RFA. USAID reserves the right to fund any or none of the applications submitted.

II.3) START DATE AND PERIOD OF PERFORMANCE

The estimated period of performance for the resulting Cooperative Agreement is o/a April 2012 through o/a April 2017. USAID intends to award this agreement o/a April 2012.

II.4) TYPE OF AWARD

USAID plans to negotiate and award an assistance instrument known as a Cooperative Agreement with the successful Applicant for this activity. A Cooperative Agreement implies a level of “substantial involvement” by USAID through the Agreement’s Officer Technical Representative (AOTR).

USAID/Guatemala will be substantially involved with the Recipient during the performance of the Cooperative Agreement to ensure that implementation proceeds as planned and is consistent with the Mission’s Development Objectives.

The USAID Agreement Officer’s Technical Representative will participate in activities under the resulting Cooperative Agreement in the following manner:

- Approval of the Recipient’s Implementation Plans (Work Plans, including annual work plan budgets)
- Approval of Performance Monitoring Plan and any subsequent major changes.
- Approval of Specified Key Personnel
- Authorize specified kinds of direction or redirection because of interrelationships with other projects.

Special Considerations:

In accordance with ADS 303.3.11 and 22 CFR 226.25, USAID’s review is required but not limited for the following:

- Review of: Strategic Communications Plan including both SBCC and Development Communications.
- Review and approve communications materials produced under the resulting Agreement at key points of concept, design, development and pre-production.
- The **Agreement Officer** will be substantially involved in the approval of sub-awards made under the resulting Cooperative Agreement. The Recipient is requested to submit its sub-grant format for the Agreement Officer approval. Additionally, the Recipient is requested to submit its Sub-grants Manual to USAID.

[END OF SECTION II]

SECTION III – ELIGIBILITY INFORMATION

III.1) APPLICANTS

USAID anticipates an award to a U.S. or non-U.S. non-governmental organization or a private, non-profit organization (or a for-profit company willing to forego profits) with significant involvement and collaboration of Guatemalan organizations to carry out a program with three objectives to be implemented as one integrated effort. Applicants are encouraged to familiarize themselves with this RFA and its components and consider creating partnerships, alliances or a consortium with local organizations to implement the activities of the CNHC project and obtain the desired results.

III.2) COST SHARE

In addition to USAID funds, cost sharing is an important element in the relationship that exists between USAID's Missions and the implementing partner. To broaden the impact of the CNHC project to the fullest extent and for this program to be successful in achieving its results, it is important that the Recipient have a financial stake in the success of the program. To that end, the suggested benchmark for cost share will be 20% of the USAID contribution.

[END OF SECTION III]

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

IV.1) POINT OF CONTACT

Ms. Telma Paz
Acquisition and Assistance Specialist
USAID/Guatemala
Email: tpaz@usaid.gov
Telephone: (502) 2422-4133
Fax: (502) 2422-4585

IV.2) REQUIRED FORMS

All Applicants must submit the application using the SF-424 series, which includes the:

- **SF-424, Application for Federal Assistance**
- **SF-424A, Budget Information - Nonconstruction Programs, and**
- **SF-424B, Assurances - Nonconstruction Programs**

These forms can be found in the following link:

- SF-424 http://apply07.grants.gov/apply/forms/sample/SF424_2_1-V2.1.pdf
- SF-424A <http://apply07.grants.gov/apply/forms/sample/SF424A-V1.0.pdf>
- SF-424B <http://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf>

IV.3) REQUIRED CERTIFICATIONS

In addition to the certifications that are included in the SF 424, organizations must provide the following certifications, assurances and other statements included in the Attachment No.1 to this RFA.

1. Assurance of Compliance with Laws and Regulations governing Nondiscrimination in Federally Assisted Programs (this assurance applies to Non-U.S. organizations, if any part of the program will be undertaken in the U.S.);
2. Restrictions on Lobbying (22 CFR 227);
3. Prohibition on Assistance to Drug Traffickers (ADS 206);
4. Certification regarding Terrorist Funding (AAPD 04-14);
5. The Survey on Ensuring Equal Opportunity for applicants;
6. A Data Universal Numbering System (DUNS) number;
7. A signed copy of Key Individual Certification Narcotics Offenses and Drug Trafficking (ADS 206.3.10); and
8. A signed copy of Participant Certification narcotics Offenses and Drug Trafficking (ADS 206.3.10).

Electronic copy of these certifications can be also found in the following link:

<http://www.usaid.gov/policy/ads/300/303sad.pdf>

IV.4) APPLICATION PREPARATION GUIDELINES

Application shall be submitted by institutions individually or in group. In the case of a group, the application must include only one prime applicant, which shall enter into sub-agreements or

contracts with partnering institutions. In this case, the Prime Applicant(s) will be responsible for establishing and maintaining sub-agreement and/or contracting relationships with proposed partners. For the purposes of this RFA, the term “applicant” is used to refer to the prime and any proposed partners.

Application received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Section V addresses the technical evaluation procedures for the applications. Application which is incomplete are not directly responsive to the terms, conditions; specifications and provisions of this Request for Application may be categorized as non-responsive and eliminated from further consideration. Applications that are submitted late or are incomplete run the risk of not being considered in the review process. Late applications will be considered for award only if the Agreement Officer determines it is in the Government's interest.

Applications shall be submitted in two separate parts: (a) technical, and (b) cost or business application and must be submitted no later than the date and time indicated on the cover page of this RFA, to the location indicated on the cover letter accompanying this RFA.

The application should be prepared according to the structural format set forth below. Technical applications should be specific, complete and presented concisely. The applications should demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. The applications should take into account the technical evaluation criteria found in Section V.1. Applications shall be prepared in English. Applications in any other language shall be treated as non-responsive and eliminated from further consideration.

The following general guidance is applicable to the submission of the applications under this RFA.

1. Applicants: It is USAID policy not to pay profit of any nature under assistance agreements. Reasonable, allocable and allowable expenses, both direct and indirect, which are related to the agreement program and are in accordance with applicable cost standards (e.g., OMB Circular A-21), may be paid under the agreement contemplated by this RFA.

2. Responsiveness: Applicants should submit an application directly responsive to the terms, conditions, specifications and clauses of this RFA. Applications not conforming to this RFA may be categorized as non-responsive and eliminated from further consideration.

3. Language: It is USAID policy that English shall be the official language of all awards documents. As a result, it is required that the applications be in English.

4. Copies: Applicants must submit applications in both electronic and hard copy format (original and two copies). Electronic applications should be submitted to the following address: cnhc@usaid.gov or apply at the www.grants.gov site. Technical applications must not make reference to specific costs or detailed pricing data. Applicants should retain for their records one copy of the application and all enclosures that accompany their application. Applications should make sure that the information provided in both hard and soft copies is identical.

Hard copies should be submitted to:

Ms. Telma Paz
Acquisition and Assistance Specialist
USAID/Guatemala
Km 6.5 Final Blvd. Los Próceres
Santa Catarina Pinula, Guatemala

Hard copies should be marked as follows: "RFA-520-11-000004".

5. Electronic mail: All electronic files containing Technical and Cost Applications must be clearly marked on the subject line with the following words "RFA-520-11-000004". Submit applications electronically (email) in compliance with the following conditions:

- The USAID email gateway accepts messages whose total size with attachments is 15 Mb (no zipped or compressed files);
- An email application must be submitted to cnhc@usaid.gov, the subject line of the email must contain the RFA number "RFA-520-11-000004".
- Acceptable native file formats for all documents submitted are Microsoft Office Suite (Office 2003 or greater) applications (.DOC, .XLS) or Adobe Acrobat (.PDF);
- Time of receipt of the email is the USAID email gateway time-stamp of the message header;

The Federal grant process is now web enabled, allowing for applications to be received on-line. USAID bears no responsibility for data errors resulting from transmission or conversion processes associated with electronic submissions.

6. Point of Contact – Applications addressed to Telma Paz, Acquisition and Assistance Specialist in the address above are due by 14:00 p.m. (Guatemala time) on December 19, 2011.

7. Delivery: Telegraphic or faxed applications are not authorized for this RFA and will not be accepted. Hard copy and email submission are acceptable. It is important to note that graphics, charts, tables and fancy formatting are often garbled during email transmission and care should be exercised to ensure that the product we receive is adequate for evaluation. In that regard, USAID is not responsible for applications that cannot be accessed through USAID standard email systems or word processing software.

8. Start Up: USAID anticipates that the successful recipient of the Agreement will mobilize in 15 days and begin activities in 30 days after signing the Agreement. The Agreement will provide support for five years from the date of the Agreement signature subject to availability of funds. All program activities are expected to be completed within that period.

9. Unnecessarily Elaborate Applications: Unnecessarily elaborated brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of the applicant's

lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

10. Authority to Obligate the Government: The Agreement Officer is the only individual who may legally commit the U.S. Government to the expenditure of public funds. No costs chargeable to the proposed agreement may be incurred before receipt of either an agreement signed by the Agreement Officer or a specific, written authorization from the Agreement Officer.

IV.5) TECHNICAL APPLICATION FORMAT

Applicants shall submit an application in response to this solicitation that is specific, clear, and complete, and that responds to the instructions set forth in this Section. The application shall be written in English and typed on standard 8 1/2" x 11" paper, single spaced, 12 characters per inch with each page numbered consecutively. The technical application should **not exceed 30 pages in length**, exclusive of documents explicitly authorized to be included in the annexes as set forth below. An application that exceeds this page limit will only be evaluated through page 30 and the remaining pages will not be evaluated. [Note: A page in the technical application that contains a table, chart, graph, etc., not otherwise excluded below, is subject to the 30 page limitation.] Not included in this page limitation are the following:

- Table of Contents
- Appendix attachments which contain biographical information (i.e., resumes (CVs) and other supporting documentation provided by the Applicant) for proposed Key Personnel candidates
- Charts, such as Management Structure Organizational Chart(s)
- Indicator table for illustrative Performance Management Plan
- Illustrative Strategic Communication Plan
- Letters of commitment from institutional partners

All critical information from appendices should be summarized in the technical application.

The application must be organized according to the Technical Evaluation Criteria, with the addition of an Executive Summary at the beginning of the technical application that will summarize the technical approach, the qualifications and experience of key personnel, the management approach, and relevant past performance.

1. Technical Approach

The Applicant shall submit a comprehensive articulate plan describing the following:

- The technical approach to project implementation and management that takes into consideration the Guatemalan context, challenges to improving the nutritional and health status of women of reproductive age and children less than five years of age in rural, indigenous communities of Guatemala's Western Highlands Regions.
- How the proposed approach will build sustainable local institutional capacity of the MOH and address the development challenges relating to the delivery of quality health,

nutrition and family planning services at the community level in the context of the Global Health Initiative Strategy and the Feed the Future initiative.

- Sound and cost effective performance measurement (including proposed numerical targets for expected results) and a program that addresses equity and women's empowerment. Particular attention should be given to sustaining program activities with local counterparts upon phase out.
- The Year One Work Plan, a Performance Monitoring Plan and a Strategic Communication Plan that reflect a sound technical approach and indicate strong coordination with other USAID and non-USAID Programs including a wide range of local organizations.

2. Management and Staffing Plan

The Applicant should submit a high quality, clear and appropriate overall comprehensive management strategy that highlights the Applicant's management plan, staffing and recruitment and cost containment approaches and that minimizes management costs and reserves the highest possible amount for the project, including but not limited to:

- USAID's preference is to have substantial involvement of local organizations in the implementation of project activities. Therefore, the Applicant should propose how it will significantly involve local organizations in the implementation of this project as sub-awardees.
- Process for selection of sub-awardees and partners and demonstration that the proposed organizational and operational structure and staffing incorporates the mix of requisite skills and relevant experience to achieve project results; and
- Discussion of how the staffing and organization plan is designed to achieve results, including specific arrangements for interacting with other USAID-supported projects in health, nutrition, family planning, economic growth and local governance, the MOH, private sector and other donors. (Applicants may choose to include an organizational chart as an attachment to describe graphically responsibilities, roles and relationships among partner organizations.)
- Discussion of planned geographic placement of project's principal office that clearly demonstrates how the Applicant will ensure the project's full-time presence in the Western Highlands region, particularly that of key technical and supervisory staff.
- Key Personnel. The Applicant shall discuss appropriateness of academic backgrounds of the proposed key personnel, their work experience related to the RFA components and experience in the national or international arenas. Specific requirements to be taken into consideration for key personnel include:

Chief of Party:

- A minimum of eight years of experience in a managerial position in the health sector in Guatemala or elsewhere in Latin America, with a minimum of three years of experience in management or technical assistance to a primary health care program
- A post-graduate degree (master's or doctoral level) in public health, nutrition, health sciences or related field and demonstrated experience in management of large, community-based projects and in management of large inter-disciplinary team
- A history of productive involvement with governmental health systems, processes and service delivery models in Latin America,
- Demonstrated knowledge and background in community mobilization strategies,
- Demonstrated problem solving skills, collaboration experience, creativity and willingness to innovate
- Excellent written and speaking English and Spanish skills.

Nutrition Specialist:

- A minimum of ten years of experience in programmatic application of nutrition, with ample experience in integration of nutrition with maternal and child health at the community level
- Master's degree or higher in nutrition
- Demonstrated technical expertise, ample field of experience and relevant technical background in nutrition topics
- Demonstrated ability to address behavior change issues in improving household nutritional status
- Proficiency in written and spoken English and Spanish.

Social and Behavior Change Communication Specialist:

- A minimum of five years working in BCC programming
- Master's degree in social communication, social marketing or a relevant field
- Demonstrated abilities and experience in SBCC strategy development (a minimum of 7 years), implementation and monitoring and evaluation of SBCC interventions
- Excellent written and speaking English and Spanish skills.

Community Mobilization Specialist

- A minimum of eight years of experience in community-based development programs focused on organizing local government, community mobilization, promoting groups or related activities.
- Bachelor's degree in communications, social science or related field
- Demonstrated technical expertise in community mobilization approaches and a history of success in ability to engage communities in self-help action
- Proficiency in Spanish and at least one Mayan language

Financial and Administrative Manager:

- A minimum of five years' experience in financial and administrative management of large international projects
- Demonstrated experience with financial and administrative systems of large international projects
- Bachelor's degree in relevant field.
- English skills (written and speaking) at level 3

Note:

In addition to the Key Personnel listed above, the Applicant shall propose an appropriate mix of local talent and expertise to implement the Cooperative Agreement and utilize non-Guatemala expertise only when skills or experience in specific project areas are lacking in Guatemala. The Applicant should be sensitive to the need for gender, cultural and ethnic awareness and appreciation in its skill mix when proposing personnel. The Applicant shall provide a biographical sketch and position description for the proposed Key Personnel. The biographical sketch and position description, combined, must not exceed one page for each proposed professional staff. The position descriptions shall reflect a clear understanding of the technical skills necessary to achieve the results specified in the Application. Resumes/curriculum vitae may not exceed two pages in length per individual; this information should be included as an attachment to the technical application.

3. Past Performance

As part of the evaluation of performance USAID will evaluate the extent to which the Applicant complies with the following:

- Quality of performance in recent and relevant technical experience in similar program areas.
- Demonstrated record in involving and creating partnerships with other stakeholders, including but not limited to local governments, civil society, other donors and private health providers.

Performance information will be used for both, the responsibility determination and best value decision. Information on past performance must be provided in accordance with the following table. USAID may use performance information obtained from other than the sources identified by the Recipient/sub-grantees. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided herein and contact the individual(s) indicated as well as others. If the performance information contains negative information on which the Recipient has not previously been given an opportunity to comment, USAID will provide the Recipient an opportunity to comment on it prior to its consideration in the evaluation.

In cases where a Recipient lacks relevant performance history, information on performance is not available, then the Recipient will not be evaluated favorably or unfavorably on performance.

Request For Application (RFA) Number: RFA-520-11-000004
Community Nutrition and Health Care Project

Program Description summary	Primary location of work	Term of performance	Dollar Value	Award type & Number	AOTR name	AOTR email address and Tel. No.

NOTE: USAID relies on the prime organization's review of partner/subcontractor institutions. However, if deemed necessary to ensure prudent use of USG funds, USAID may conduct its own past performance review of proposed partners/subcontractor institutions.

XIV. COST/BUSINESS APPLICATION FORMAT

The Cost/Business Application should be prepared following the guidance provided below. All information discussed below should be included in the application in the manner and format described below.

1. **Separateness:** The Cost/Business application must be completely separate from the applicant's technical application. The application must be submitted using SF 424 and SF 424A "Application for Federal Assistance".
2. **Cost Information Submission:** The cost information submitted must include three distinct parts: a) the SF 424; b) the budget; and c) budget notes.

a) SF 424: The cost application should be for a period of five years using the budget format shown in the SF 424A. (http://apply07.grants.gov/apply/forms/sample/SF424_2_1-V2.1.pdf)

b) Budget: The information to be presented under the Cost/Business Application must be presented per traditional line item by fiscal year (because of the project's starting in mid-fiscal year, there will be parts of six fiscal years listed) and with a summary total for the 5 project years.

Year 1 From date of award – September 2012,

Year 2: October 2012 – September 2013,

Year 3: October 2013 – September 2014,

Year 4: October 2014 – September 2015,

Year 5: October 2015 – September 2016,

Year 6: October 2016 – until completion date, 2017

c) Budget Notes

This section must include an Executive Summary addressing how the organization will

maximize the use of local professionals, and an analysis of direct vs. indirect costs proposed (see sample Summary Table below).

To support the costs proposed, please provide detailed budget notes/narrative for all costs explaining how all costs were derived. The combination of the cost data and breakdowns specified above and the cost notes must be sufficient to allow a determination whether the costs estimated are reasonable and realistic. The following section provides guidance on issues involving specific types of costs.

i) Salary and Wages – Propose direct salaries and wages in accordance with Applicant's current (as of application submittal) personnel policies.

Compensation, including merit or promotion increases paid to Third Country Nationals (TCN) and Cooperating Country Nationals (CCN) shall be in accordance with the applicant's personnel policies as well as market value in Guatemala. The maximum annual basic rate for a professional high level may not exceed Q548,841/per year. The compensation of such TCN and CCN employees shall be paid in the currency of the cooperating country.

Applicants should note that USAID/Guatemala looks to promote engaging local talent to the furthest extent that is practical and possible. Therefore, proposing TCNs for this program will be scrutinized and the rationale for going against this practice will be seriously questioned. Note that TCNs that are legal residents of Guatemala are considered CCNs.

Pursuant to the most recent local compensation plan, dated June 6, 2010, the following represent the minimum and maximum annual basic compensation paid for different professional CCN levels:

Professional level	Minimum annual basic rate	Maximum annual basic rate
Clerical staff	Q 34,703	Q 147,407
Administrative staff	Q133,375	Q 301,125
Professional [low level]	Q 230,914	Q 357,922
Professional [mid level]	Q 310,769	Q 481,697
Professional [high level]	Q 354,093	Q 548,841

ii) Fringe Benefits - If a U.S. applicant has a fringe benefit rate that has been approved by an agency of the Government, such rate should be used and evidence of its approval should be provided. If a fringe benefit rate has not been so approved, the application

should include a detailed breakdown comprised of all items of fringe benefits and the costs of each, expressed in dollars and as a percentage of salaries.

iii) Travel and Transportation - The application should indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem should be based on the applicant's normal and current travel policies (applicants may choose to refer to the Federal Standardized Travel Regulations for cost estimates).

iv) Equipment – Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source.

v) Materials and Supplies – Specify all materials and supplies expected to be purchased, including type, unit cost and units.

vi) Communications – Specific information regarding the type of communication cost at issue (i.e., mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these types of costs.

vii) Subcontracts/Consultants – Information sufficient to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. The level of effort for short-term consultants should not exceed 260 days per year and a 5-day workweek. Similar information should be provided for all consultants as is provided under the category for personnel.

viii) Allowances – Allowances for expatriate personnel should be broken down by specific type and by person. Allowances should be in accordance with the applicant's policies and the applicable regulations and policies.

ix) Direct Facilities Costs – Specific information regarding the cost of any facilities needed to perform program activities. The information provided should include the unit cost (rent), the time-period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities should be included in this category; all other facility costs should be included in the indirect cost category.

x) Other Direct Costs - This includes report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the applicant's fringe benefits, as well as any other miscellaneous costs which directly benefit the program proposed by the applicant). The narrative should provide a breakdown and support for all other direct costs. If seminars and conferences are included, the applicant should indicate the subject, venue and duration of proposed conferences and seminars, expected number of attendees and their relationship to the objectives of the program, along with estimates of costs.

xi) Legal fees – Consulting services (contracting of a legal firm) with regards to organization's registration in Guatemala for any U.S. Organization. However, legal registration (actual amount to be paid to the Host Governments) should be charged to Applicant's indirect costs pool.

xii) Indirect Costs – If the applicant is a U.S. Organization, the applicant should support the proposed indirect cost rate with a letter from a cognizant U.S. Government audit agency or with sufficient information for USAID to determine the reasonableness of any such cost proposed to be associated with this agreement. (For example, a breakdown of labor bases and overhead pools, the method of determining the direct versus the indirect costs, a description of all costs in the pools, etc.).

Non-US organizations without an authorized Negotiated Indirect Cost Rate Agreement (NICRA) should charge the administrative/management costs as direct costs.

xiii) Rapid Response Fund (RRF) – Per instructions in Section I. IV.I., the applicant is required to include in its cost application a line item for the life of the Project for implementation of the RRF mechanism.

xiv) Rules on Source and Origin for Goods and Services - Goods and services provided by the Recipients under this USAID-financed award are expected to be subject to the 000 Geographic Code. Please refer to ADS 310 and 22CFR228 for more information on this subject.

3. Cost Sharing: The suggested benchmark for cost share will be 20% of the USAID contribution. Applicants must submit a detail of what they expect to include under cost share during the life of the program. Cost Share proposed must be in accordance with 22CFR226.23.

4. Management Costs: Applicants should minimize their administrative and support costs for managing the project in order to maximize the funds available for project activities. The Applicant must submit a summary of costs reflecting the total and overall percentage of costs that are going directly to support the program; and the total indirect costs. USAID encourages an economical and streamlined implementation approach to support development assistance objectives. The Applicant will demonstrate that USAID funds will benefit the largest number of people, utilizing the least amount of funds for administrative and management costs. The approach should guarantee fair and transparent allocation of resources.

5. Teaming: If the Applicant is a group of organizations that has actually formed a separate entity – i.e., a joint venture -- for the purposes of this application, then the Cost/Business application must include a copy of the documents that set forth the legal relationship between the partner organizations. If no joint venture is involved, the Cost/ Business Application should include a complete discussion of the relationship between the applicant and its partner organizations, how work under the program will be allocated, how work will be organized and managed and copies of all agreements between the partner organizations. In all cases, the cost information provided in part 2.b of this subsection should indicate the amounts committed to each member of the team. The Budget notes described in part 2.c of this subsection should

discuss which team member is bearing a particular cost where appropriate and justify and explain the cost in question.

6. Certifications: Certifications included in RFA Section XIII must be included with the cost proposal.

7. Financial Resources: The Cost/Business Application should include information on the applicant's financial status and management:

- (a) Audited financial statements for the past three years,
- (b) Organization chart, by-laws, constitution, and articles of incorporation, if applicable, (c) If the applicant has made a certification to USAID that its personnel, procurement and travel policies are compliant with applicable OMB circular and other applicable USAID and Federal regulations, a copy of the certification should be included with the application. If the certification has not been made to USAID/Washington, the applicant should submit a copy of its personnel (especially regarding salary and wage scales, merit increases, promotions, leave, differentials, etc.), travel and procurement policies, and indicate whether personnel and travel policies and procedures have been reviewed and approved by any agency of the Federal Government. If so, provide the name, address, and phone number of the cognizant reviewing official.
- (d) If applicable, approval of the organization's accounting system by a U. S. Government agency including the name, addresses, and telephone number of the cognizant auditor.
- (e) In addition to providing summary cost data in the SF 424A format noted above, applicants are required to summarize cost data using development-focused budgeting (DFB) in cost applications submitted in response to this solicitation. DFB is a customer-based, performance-driven, results-oriented budget system underpinned by outcome management. Outcome management is a management approach that focuses on the development results achieved by providing a service.

8. Responsibility: The application should include information that substantiates that the applicant:

- (a) Has adequate financial resources or the ability to obtain such resources as required during the performance of the Agreement.
- (b) Has the ability to comply with the Agreement conditions, taking into account all existing and currently prospective commitments of the applicant, non-governmental and governmental.
- (c) Has a satisfactory record of performance. In the absence of evidence to the contrary or circumstances properly beyond the control of the applicant, applicants who are or have been deficient in current or recent performance (when the number of grants, contracts, and cooperative agreements, and the extent of any deficiency of each, are considered) shall be presumed to be unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a determination of non-responsibility, unless there is clear evidence of subsequent satisfactory performance. The Agreement Officer will collect and evaluate data on past performance of applicants.
- (d) Has a satisfactory record of integrity and business ethics.

(e) Is otherwise qualified and eligible to receive a cooperative agreement under applicable laws and regulations (e.g., EEO).

Applicant may submit any additional evidence of responsibility considered necessary in order for the Agreement Officer to make a determination of responsibility. Please note that a positive responsibility determination is a requirement for award, and all organization shall be subject to a pre-award survey to verify the information provided and substantiate the determination.

IV.6) SUBMISSION DEADLINES

Applications shall be due at 14:00 p.m. Guatemala Time on December 19, 2011. USAID will determine that any applications that are not received by the Agreement Officer by the time and date indicated will be late. Because making an award is critical to USG foreign policy goals, time is important and late application(s) may be accepted, at the sole discretion of the Agreement Officer.

[END OF SECTION IV]

SECTION V – APPLICATION REVIEW INFORMATION

V.1) EVALUATION CRITERIA

The criteria presented below have been tailored to the requirements of this particular RFA. Applicants should note that these criteria serve to: (a) identify the significant matters which applicants should address in their applications, and (b) set the standard against which all applications will be evaluated.

The technical applications will be evaluated in accordance with the Technical Evaluation Criteria set forth below. Thereafter, the cost application of all Applicants submitting a technically acceptable application will be evaluated for general reasonableness, allowability, and allocability. To the extent that they are necessary (if award is made based on initial applications), negotiations may then be conducted with all Applicants whose application, after discussion and negotiation, have the best chance of being selected for award. An award will be made to the responsible Applicant whose application offers the greatest value, cost and other factors considered. The government reserves the right to make an award without discussions.

A review panel established under the direction of the Agreement Officer will evaluate applications. The review panel and the Agreement Officer will use “Best Value” criteria to determine the application most advantageous to the U.S. Government. **All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.** The award shall be made to the responsive and responsible applicant whose combined technical and cost factor offer the best value to the U.S. Government.

All Applicants who meet the eligibility and program requirements and conform to the application preparation and submission instructions will be reviewed and scored by a panel of USAID/Guatemala reviewers in strict conformity with the evaluation criteria set forth in this section.

Technical applications will be evaluated on the basis of the following criteria which are listed in descending order of importance.

- 1) Technical Approach
- 2) Management Plan and Staffing
- 3) Past Performance

Sub-criteria are considered equal. Technical Approach, Management Plan, and Past Performance when combined are significantly more important than cost.

1) Technical Approach

This evaluation factor is comprised of the following four (4) sub-factors:

- The technical approach to project implementation and management takes into consideration the Guatemalan context, challenges to improving the nutritional and health status of women of reproductive age and children less than five years of age in rural,

indigenous communities of Guatemala's Western Highlands Regions.

- The extent to which applicants incorporate the building of sustainable local institutional capacity of the MOH and address the development challenges relating to the delivery of quality health, nutrition and family planning services at the community level in the context of the Global Health Initiative Strategy and the Feed the Future initiative.
- The extent to which the application proposes sound and cost effective performance measurement (including proposed numerical targets for expected results) and address equity and women's empowerment. Particular attention should be given to sustaining program activities with local counterparts upon phase out.
- The extent to which the Year One Work Plan, the Performance Monitoring Plan and the Strategic Communication Plan reflect a sound technical approach and indicate strong coordination with other USAID and non-USAID Programs including a wide range of local organizations.

2) **Management Plan and Staffing.**

This evaluation factor is comprised of the following five (5) sub-factors:

- Approach to have substantial involvement of local organizations in the implementation of project activities.
- Process for selection of sub-awardees and partners and demonstration that the proposed organizational and operational structure and staffing incorporates the mix of requisite skills and relevant experience to achieve project results; and
- Discussion of how the staffing and organization plan is designed to achieve results, including specific arrangements for interacting with other USAID-supported projects in health, nutrition, family planning, economic growth and local governance, the MOH, private sector and other donors. (Applicants may choose to include an organizational chart as an attachment to describe graphically responsibilities, roles and relationships among partner organizations.)
- Discussion of planned geographic placement of project's principal office that clearly demonstrates how the Applicant will ensure the project's full-time presence in the Western Highlands region, particularly that of key technical and supervisory staff.
- Key Personnel. USAID considers the Chief of Party, Nutrition Specialist, Social and Behavior Change Communication Specialist, Community Mobilization Specialist and Financial and Administrative Manager to be key personnel.

3) **Past Performance**

As part of the evaluation of performance USAID will evaluate the extent to which the Applicant complies with the following:

- Quality of performance in recent and relevant technical experience in similar program areas.

- Demonstrated record in involving and creating partnerships with other stakeholders, including but not limited to local governments, civil society, other donors and private health providers.

Performance information will be used for both, the responsibility determination and best value decision. Information on past performance must be provided in accordance with the following table.

In cases where a Recipient lacks relevant performance history, information on performance is not available, then the Recipient will not be evaluated favorably or unfavorably on performance.

Program Description summary	Primary location of work	Term of performance	Dollar Value	Award type & Number	AOTR name	AOTR email address and Tel. No.

4) Cost

Cost application will be evaluated based on cost fairness, cost realism, completeness, and reasonableness. Cost realism is defined as the Applicant's ability to project costs which are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the Applicant's technical capacity.

Cost Sharing. In addition to USAID funds, cost sharing is an important element in the relationship that exists between USAID's Missions and the implementing partner. To broaden the impact of the CNHC project to the fullest extent and for this program to be successful in achieving its results, it is important that the Recipient have a financial stake in the success of the program. The suggested benchmark for cost share will be 20% of the USAID contribution

V.2) EVALUATION SYSTEM

The following adjectival scoring system will be used by the technical evaluation committee to assess each of the technical criteria and the technical applications as a whole:

"Outstanding"	O Very significantly exceeds most or all solicitation requirements. Response exceeds a "Better" rating. The applicant has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated.
"Better"	B Fully meets all solicitation requirements and significantly exceeds many of the solicitation requirements. Response exceeds an "Acceptable" rating. The areas in which the applicant exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality.
"Acceptable"	A Meets all solicitation requirements. Complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the applicant's understanding of the Government's requirements.

“Marginal”	M Less than “Acceptable.” There are some deficiencies in the technical proposal. However, given the opportunity for discussions, the technical proposal has a reasonable chance of becoming at least “Acceptable.” (Areas of a technical proposal which remain to be “Marginal” after “Final Application Revision” offers shall not be subject to further discussion or revision.) If award is made on the initial offers, there will not be an opportunity for discussions nor a chance to become at least “Acceptable.”
“Unacceptable”	U Technical application has many deficiencies and/or gross omissions: Failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the Government’s requirements; failure to meet many personnel requirements of the solicitation. (When applying this adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be significantly revised to attempt to make it other than acceptable.)

V.3) BRANDING STRATEGY AND MARKING PLAN

Pursuant to ADS 303.3.6.3.f and ADS 320.3.1.2, the **apparently successful** applicant will be requested to submit a Branding Strategy and Marking Plan (see illustrative table in Attachment 2) that will have to be successfully negotiated **before** a cooperative agreement will be awarded. These plans shall be prepared in accordance with the guidance in ADS 320.3.1.2, 22 CFR 226.91 and the references therein. Please note that the Branding Strategy and Marking Plan shall not be included with the original application but shall be provided only after a written request of the Agreement Officer.

The Agreement Officer evaluates and approves the Branding Strategy and a Marking Plan (including any request for exceptions) of the apparently successful applicant, consistent with the provisions “Branding Strategy,” “Marking Plan,” and “Marking of USAID-funded Assistance Awards” contained in **AAPD 05-11, 22 CFR 226.91, and ADS 320.**

V.4) AWARD

The Agreement Officer’s decision about the funding of an award is final and not subject to review. Any information that may impact the Agreement Officer’s decision shall be directed to the Agreement Officer.

Authority to obligate the Government: the Agreement Officer is the only individual who may legally commit the U.S. Government to the expenditure of public funds. No costs chargeable to the proposed Agreement may be incurred before receipt of either an Agreement signed by the Agreement Officer or a specific, written authorization from the Agreement Officer

[END OF SECTION V]

SECTION VI – AWARD AND ADMINISTRATION INFORMATION

VI.1) RESPONSIBILITY DETERMINATION AND PRE-AWARD SURVEY

Before making any award, the USAID Agreement Officer must be fully satisfied that the applicant has the capacity to adequately perform on the award in accordance with principles established by USAID and the Office of Management and Budget (OMB).

A positive responsibility determination means that the applicant possesses or has the ability to obtain the necessary management competence to plan and carry out the assistance program to be funded, and that the applicant will practice mutually agreed upon methods of accountability for funds and other assets provided by USAID.

VI.2) AWARD NOTIFICATION

Notice of Award signed by the Agreement Officer is the authorizing document, which shall be transmitted to the Recipient for countersignature to the authorized agent of the successful organization electronically.

Request for debriefings: USAID will follow the procedures included in ADS 303.3.7.2 to receive and accept requests for debriefings from unsuccessful applicants.

VI.3) ROLES AND RESPONSIBILITIES

The applicant shall be responsible to USAID/Guatemala for all matters related to the execution of the agreement. Specifically, the recipient shall report to the USAID Agreement's Officer Technical Representative (AOTR) located within the Health and Education Office (HEO).

VI.4) REPORTING

The following reports will be due during CNHC implementation as indicated:

A. Financial Reporting

The Recipient shall submit the Federal Financial Form (SF-425) on a quarterly basis in an original and two (2) copies to the Agreement Officer's Technical Representative (AOTR) and the Agreement Officer. Financial reports shall comply with requirements found under 22 CFR 226.52 for both U.S. and non-U.S. organizations.

Electronic copies of the SF-425 can be found at:

http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf and
<http://www.forms.gov/bgrPortal/docDetails.do?dld=15149>

Line item instructions for completing the SF-425 can be found at:

http://www.whitehouse.gov/omb/grants/standard_forms/ffr_instructions.pdf

B. Reporting on Foreign Taxes

Standard Provisions require the submission of the Annual Reporting of Foreign Taxes on April 16 of each year. However, since the completion date of this Agreement will be o/a April 2017,

the Recipient shall be requested to submit the Annual Reporting of Foreign Taxes for the project's final year with the Final Report, due 90 days after the completion of the project.

C. Program Reporting

The Recipient shall be required to submit the following performance reports to the Agreement Officer's Technical Representative (AOTR) in English in hard copy (one original and one copy) and electronically with an Executive Summary in Spanish.

1. Annual Work Plan

Within 90 days of award the Recipient shall submit for USAID AOTR approval its first Work Plan covering the period from date of award to – September 30, 2012. The second Annual Work Plan covering the period October 1, 2012 – September 30, 2013 shall be submitted on August 30, 2012; subsequent Annual Work Plans will be submitted on August 30 of each year.

The Annual Work Plans must include:

- Proposed accomplishments for the fiscal year, and expected progress toward achieving Agreement results that are linked to the Performance Monitoring Plan (PMP);
- Timeline for implementation of the year's proposed activities, including target completion dates;
- Information on how activities will be implemented;
- Analysis of possible obstacles hindering achievement of objectives;
- Detailed budget of planned expenditures by principal activities and by line item, broken down by quarters. (A standard template form will be provided to the Recipient for this work plan budget.)
- Actual expenditures to date by principal activities and line item;
- Activity Fact Sheet or Activity Profile, in Spanish and English, that summarizes pertinent information regarding CNHC that can be used for preparing media kits and for disseminating to interested stakeholders;
- A description of any information, communication, education, and training materials planned. These materials will be submitted for approval by the AOTR at the design stage prior to printing, reproducing, disseminating or airing. AOTR approval will focus on the materials' technical content, presentation, and compliance with the Branding Strategy and Marking Plan. The Recipient must ensure that all branding and marking specifications laid out in the Branding Strategy and Marking Plan have been followed prior to submitting the material for AOTR approval;
- Proposed activities, including planned local and international training events, expected results;
- Steps to be taken to monitor and ensure compliance with USAID Environmental Procedures, Reg. 216.
- An annual procurement plan for the fiscal year containing specifications and estimated cost of all non-expendable supplies and equipment expected to be purchased in the coming fiscal year, an explanation of the intended use of each item and the source and origin of each item.
- Local and international travel plan planner for the year

2. Quarterly Performance Reports

Thirty (30) days after the end of each quarter, the Recipient shall be required to provide quarterly performance reports to describe activities undertaken during the quarter, report on progress made toward achieving results, and necessary adjustments for activities, timelines, etc. that will be undertaken in the next quarter.

The fourth quarterly report shall be subsumed into the Annual Report and shall be submitted on October 30 of each year. Any implementation problems should be discussed in the reports as well as proposed corrective actions and any costs associated with the delay. These reports must include specific sections on: compliance with USAID Environmental Procedures, Regulation 216, including environmental mitigation measures monitoring, products developed as part of the communications strategy, and specify gender considerations in implementation and performance during the quarter.

For all training activities financed under this cooperative agreement and conducted in-country, in the U.S., or in a third country, the recipient must comply with Automated Directives system (ADS) Chapter 253 and other USAID/Guatemala specific policies and procedures (i.e., Mission Order 253) governing the effective, efficient planning, design, and implementation of such training programs. The Recipient shall also be responsible for entering training information into the TrainNet database on a quarterly basis. Each quarterly report will include a confirmation that this requirement has been met.

For all program-funded trips to the United States, the recipient shall follow the guidelines included in ADS 252.

The Recipient is required to provide quarterly data for the indicators in the project's Performance Monitoring Plan. A web-based system has been established for entering and tracking indicator data (including reasons for meeting/exceeding annual targets) for USAID health projects that the Recipient shall use to enter Project PMP data on a quarterly basis. USAID will provide access to and training on the use of this electronic data base and reporting system. Additionally, PMP data will be included in the Quarterly and Annual Reports, using a standard spreadsheet format to be provided by USAID to the Recipient.

The Recipient shall be required to submit any technical reports produced under this project, in English, to USAID's Development Experience Clearinghouse (DEC) in either electronic (preferred) or paper form to one of the following: (A) Online: www.dec.usaid.gov; or (B) By Mail (for pouch delivery): DEX Document Submissions, M/CIO/KM/DEC, RRB M.01-010, Washington, DC 20523-6100. The recipient shall include in its quarterly performance report a list of all documents submitted to DEC during the reporting period.

3. Annual Reports

The Recipient shall submit Annual Reports to USAID/Guatemala by October 30 of the year covered. By September 30 of the year covered, the Recipient shall be requested to submit a preliminary Annual Report that will be reviewed by USAID/Guatemala as part of the process of

reviewing and approving Annual Work Plans. Annual Reports will describe:

- the extent to which objectives and targets contained in the Annual Work Plan have been achieved;
- highlights of major achievements during the year;
- significant implementation problems encountered during the year and progress toward achievement of results;
- actions taken to resolve problems;
- performance measures, indicators and benchmarks, tied to the Annual Work Plan and the Performance Monitoring Plan targets, for the quarter and the entire previous fiscal year;
- a summary of lessons learned, observations and recommendations that might be relevant to programming, design and implementation of similar or follow-on activities; and
- environmental compliance required as indicated in the USAID Environmental Threshold Decision.

The Annual Report shall consolidate data from project PMP indicators in the previous quarterly reports in order to present annual totals with a comparison with expected targets.

The Annual Report shall include success stories for publication as well as amount and source of cash and in-kind resources leveraged.

Annual Reports are not to exceed 50 pages in length, including an Executive Summary not to exceed 5 pages in length. A Spanish version of the Executive Summary will also be required. Additional supporting information may be included in Annexes to the report.

4. Accrual Reports

The 5th day of the last month of each calendar quarter (Jan.-Mar., Apr.-June, July-Sept., Oct.-Dec.), the Recipient shall submit to USAID/Guatemala a Financial Accrual Report containing at least the following elements:

- 1) total amount obligated;
- 2) total amount disbursed up to the end of the previous quarter;
- 3) monthly expenditures and/or expected expenditures for the current quarter; and
- 4) remaining unexpended funds.

The report shall be submitted electronically in PDF to the AOTR and other administrative staff as indicated by USAID in a format to be provided by USAID for that purpose.

5. Final Performance Report

A final performance report is required within 90 days of the expiration of the Cooperative Agreement. The final performance report should include a description of the activity, the accomplishments and successes achieved during the Agreement period in terms of the expectations of activity design and changes in the activity environment as well as any shortcomings and/or difficulties encountered; an assessment of the progress towards achievement of the objectives or results, including gender aspects; a summary of performance indicators used and an assessment of their relative usefulness. It also must include a list of all publications, evaluations and media products that were sent to the USAID Development Experience Clearing House during the life of the Agreement. The Recipient shall be required to submit technical reports, in English to USAID's Development Experience Clearinghouse (DEC) in either electronic (preferred) or paper form to one of the following: (A) Online: www.dec.usaid.gov; or (B) By Mail (for pouch delivery): DEX Document Submissions, M/CIO/KM/DEC, RRB M.01-010, Washington, DC 20523-6100.

6. Website for CNHC

The Recipient shall establish and operate a public website to provide general information and reporting on program activities. At a minimum the website will provide information under the following general headings: About; News/Events; Program Areas; Reports (to include quarterly and annual reports and all trips, technical and analytical reports prepared by the program), Results and Knowledge Management. Other sections may be added as agreed between the grantee and USAID. The website shall comply with the approved Branding Strategy and Marking Plan.

VI.5) VALUE ADDED TAX

See USAID/Guatemala Staff Notice No. 10-09 dated November 16 2009 and Mission Order No. 6.6 Attached (Attachment 3), for the most recent guidance on IVA exemption. Value Added Tax (VAT) Exemption Procedures will be provided to the Recipient when available.

Use of IVA exemption form is authorized only for project related procurement. USAID will support the clearance of official project vehicles. These vehicles will be cleared free of duty and IVA and will be titled to USAID/Guatemala with MI license plates.

VI.6) PARTICIPANT TRAINING

For all training activities financed under this cooperative agreement and conducted in-country, in the U.S., or in a third country, the recipient must comply with Automated Directives system (ADS) Chapter 253 and other USAID/Guatemala specific policies and procedures (i.e., Mission Order 253, Attachment 4) governing the effective, efficient planning, design, and implementation of such training programs. The Recipient shall also be responsible for entering training information into the TraiNet database on a quarterly basis. Each quarterly report will include a confirmation that this requirement has been met.

For all program-funded trips to the United States, the recipient shall follow the guidelines included in ADS 252.

VI.7) USE OF PROJECT VEHICLES

In accordance with USAID policy, all vehicles shall be used only for the purpose of work concerning project objectives. Use of vehicles acquired under this cooperative agreement for private use is not authorized. At no time shall a project vehicle be used for home-office transportation and all project vehicles shall be parked in a secure area overnight, preferably at field office sites.

Recipient agrees that, in the event any vehicle financed by USAID for use by Recipient in conducting activities under this instrument is registered in the name of the U.S. Government, it will be the responsibility of recipient to indemnify and hold the U.S. Government harmless from any damages or liability assessed against it because of the negligence of recipient or its agents or employees.

The recipient must be responsible to follow USAID/Guatemala requirements to return MI plates of project vehicles as part of the closeout process.

VI.8) RECIPIENT'S STAFF SUPPORT, ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS AND LEGAL REGISTRATION IN THE COOPERATING COUNTRY

In accordance with Standard Provision entitled "Regular Governing Employees", the Recipient shall be responsible for all administrative support and logistics required to fulfill the requirements of this Agreement. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

In addition, the recipient is responsible to comply with all applicable local laws regarding fringe benefits for its local employees, local business operations, including but not limited to the registration of its offices in the local country, etc.

VI.9) STANDARD PROVISIONS

The following Standard Provisions will apply to the resulting award:

- **U.S. organizations** - Standard Provisions for U.S. Nongovernmental Recipients - Attachment No. 5
- **Non-U.S. organizations** - Standard Provisions for Non-U.S., Nongovernmental Recipients - Attachment No. 6

[END OF SECTION VI]

SECTION VII – AGENCY CONTACTS

The Agreement Officer for this Award is:

Agreement Officer
USAID/San Salvador

The A&A Specialist for this Award is:

Ms. Telma Paz
Acquisition and Assistance Specialist
USAID/Guatemala
Email: cnhc@usaid.gov
Telephone: (502) 2422-4133

[END OF SECTION VII]

SECTION VIII – OTHER INFORMATION

USAID reserves the right to fund any or none of the applications submitted as a result of this Request for Applications (RFA).

VIII.1) BRANDING STRATEGY - ASSISTANCE (December 2005):

(a) Definitions

Branding Strategy means a strategy that is submitted at the specific request of a USAID Agreement Officer by an apparently successful applicant after evaluation of an application for USAID funding, describing how the program, project, or activity is named and positioned, and how it is promoted and communicated to beneficiaries and host country citizens. It identifies all donors and explains how they will be acknowledged.

Apparently, Successful Applicant(s) means the applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that the Apparently Successful Applicants submit a Branding Strategy and Marking Plan. Apparently, Successful Applicant status confers no right and constitutes no USAID commitment to an award.

USAID Identity (Identity) means the official marking for the Agency, comprised of the USAID logo and new brand mark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and is provided without royalty, license, or other fee to recipients of USAID-funded grants or cooperative agreements or other assistance awards or subawards.

(b) Submission. The Apparently Successful Applicant, upon request of the Agreement Officer, will submit and negotiate a Branding Strategy. The Branding Strategy will be included in and made a part of the resulting grant or cooperative agreement. The Branding Strategy will be negotiated within the time that the Agreement Officer specifies. Failure to submit and negotiate a Branding Strategy will make the applicant ineligible for award of a grant or cooperative agreement. The Apparently Successful Applicant must include all estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events and materials, and the like.

(c) Submission Requirements

At a minimum, the Apparently Successful Applicant's Branding Strategy will address the following:

(1) Positioning

What is the intended name of this program, project, or activity?

Guidelines: USAID prefers to have the USAID Identity included as part of the program or project name, such as a "title sponsor," if possible and appropriate. It is acceptable to "co-brand" the

title with USAID's and the Apparently Successful Applicant's identities. For example: "The USAID and [Apparently Successful Applicant] Health Center."

If it would be inappropriate or is not possible to "brand" the project this way, such as when rehabilitating a structure that already exists or if there are multiple donors, please explain and indicate how you intend to showcase USAID's involvement in publicizing the program or project. For example: School #123, rehabilitated by USAID and [Apparently Successful Applicant]/ [other donors]. Note: the Agency prefers "made possible by (or with) the generous support of the American People" next to the USAID Identity in acknowledging our contribution, instead of the phrase "funded by." USAID prefers local language translations.

Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo.

Note: USAID prefers to fund projects that do NOT have a separate logo or identity that competes with the USAID Identity.

(2) Program Communications and Publicity

Who are the primary and secondary audiences for this project or program?

Guidelines: Please include direct beneficiaries and any special target segments or influencers. For Example: Primary audience: schoolgirls age 8-12, Secondary audience: teachers and parents—specifically mothers.

What communications or program materials will be used to explain or market the program to beneficiaries?

Guidelines: These include training materials, posters, pamphlets, Public Service Announcements, billboards, websites, and so forth.

What is the main program message(s)?

Guidelines: For example: "Be tested for HIV-AIDS" or "Have your child inoculated." Please indicate if you also plan to incorporate USAID's primary message – this aid is "from the American people" – into the narrative of program materials. This is optional; however, marking with the USAID Identity is required.

Will the recipient announce and promote publicly this program or project to host country citizens? If yes, what press and promotional activities are planned?

Guidelines: These may include media releases, press conferences, public events, and so forth. Note: incorporating the message, "USAID from the American People", and the USAID Identity is required.

Please provide any additional ideas about how to increase awareness that the American people support this project or program.

Guidelines: One of our goals is to ensure that both beneficiaries and host-country citizens know that the aid the Agency is providing is "from the American people." Please provide any initial ideas on how to further this goal.

(3) Acknowledgements

Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones. Will the recipient acknowledge the ministry as an additional co-sponsor?

Note: it is perfectly acceptable and often encouraged for USAID to "co-brand" programs with government ministries.

Please indicate if there are any other groups whose logo or identity the Recipient shall use on program materials and related communications.

Guidelines: Please indicate if they are also a donor or why they will be visibly acknowledged, and if they will receive the same prominence as USAID.

(d) Award Criteria. The Agreement Officer will review the Branding Strategy for adequacy, ensuring that it contains the required information on naming and positioning the USAID-funded program, project, or activity, and promoting and communicating it to cooperating country beneficiaries and citizens. The Agreement Officer also will evaluate this information to ensure that it is consistent with the stated objectives of the award; with the Apparently Successful Applicant's cost data submissions; with the Apparently Successful Applicant's project, activity, or program performance plan; and with the regulatory requirements set out in 22 CFR 226.91. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

VIII.2) MARKING PLAN – ASSISTANCE (December 2005)

(a) Definitions

Marking Plan means a plan that the Apparently Successful Applicant submits at the specific request of a USAID Agreement Officer after evaluation of an application for USAID funding, detailing the public communications, commodities, and program materials and other items that will visibly bear the USAID Identity. Recipients may request approval of Presumptive Exceptions to marking requirements in the Marking Plan.

Apparently Successful Applicant(s) means the applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that Apparently Successful Applicants submit a Branding Strategy and Marking Plan. Apparently Successful Applicant status confers no right and constitutes no USAID commitment to an award, which the Agreement Officer must still obligate.

USAID Identity (Identity) means the official marking for the Agency, comprised of the USAID logo and new brand mark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and USAID provides it without royalty, license, or other fee to recipients of USAID funded grants, cooperative agreements, or other assistance awards or subawards.

A Presumptive Exception exempts the applicant from the general marking requirements for a particular USAID-funded public communication, commodity, program material or other deliverable, or a category of USAID-funded public communications, commodities, program materials or other deliverables that would otherwise be required to visibly bear the USAID Identity. The Presumptive Exceptions are:

Presumptive Exception (i). USAID marking requirements may not apply if they would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials, such as election monitoring or ballots, and voter information literature; political party support or public policy advocacy or reform; independent media, such as television and radio broadcasts, newspaper articles and editorials; and public service announcements or public opinion polls and surveys (22 C.F.R. 226.91(h)(1)).

Presumptive Exception (ii). USAID marking requirements may not apply if they would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent (22 C.F.R. 226.91(h)(2)).

Presumptive Exception (iii). USAID marking requirements may not apply if they would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official (22 C.F.R. 226.91(h)(3)).

Presumptive Exception (iv). USAID marking requirements may not apply if they would impair the functionality of an item, such as sterilized equipment or spare parts (22 C.F.R. 226.91(h)(4)).

Presumptive Exception (v). USAID marking requirements may not apply if they would incur substantial costs or be impractical, such as items too small or otherwise unsuited for individual marking, such as food in bulk (22 C.F.R. 226.91(h)(5)).

Presumptive Exception (vi). USAID marking requirements may not apply if they would offend local cultural or social norms, or be considered inappropriate on such items as condoms, toilets, bed pans, or similar commodities (22 C.F.R. 226.91(h)(6)).

Presumptive Exception (vii). USAID marking requirements may not apply if they would conflict with international law (22 C.F.R. 226.91(h)(7)).

(b) Submission. The Apparently Successful Applicant, upon the request of the Agreement Officer, will submit and negotiate a Marking Plan that addresses the details of the public communications, commodities, program materials that will visibly bear the USAID Identity. The marking plan will be customized for the particular program, project, or activity under the resultant grant or cooperative agreement. The plan will be included in and made a part of the resulting grant or cooperative agreement. USAID and the Apparently Successful Applicant will negotiate the Marking Plan within the time specified by the Agreement Officer. Failure to submit and negotiate a Marking Plan will make the applicant ineligible for award of a grant or cooperative agreement. The applicant must include an estimate of all costs associated with branding and marking USAID programs, such as plaques, labels, banners, press events, promotional materials, and so forth in the budget portion of its application. These costs are subject to revision and negotiation with the Agreement Officer upon submission of the Marking

Plan and will be incorporated into the Total Estimated Amount of the grant, cooperative agreement or other assistance instrument.

(c) Submission Requirements. The Marking Plan will include the following:

(1) A description of the public communications, commodities, and program materials that the Recipient shall be produced as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity. These include:

(i) program, project, or activity sites funded by USAID, including visible infrastructure projects or other programs, projects, or activities that are physical in nature;

(ii) technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID;

(iii) events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities; and (iv) all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies and other materials funded by USAID, and their export packaging.

(2) A table specifying:

(i) the program deliverables that the Recipient shall mark with the USAID Identity,

(ii) the type of marking and what materials the applicant will be used to mark the program deliverables with the USAID Identity, and

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking.

(3) A table specifying:

(i) what program deliverables will not be marked with the USAID Identity, and

(ii) the rationale for not marking these program deliverables.

(d) Presumptive Exceptions.

(1) The Apparently Successful Applicant may request a Presumptive Exception as part of the overall Marking Plan submission. To request a Presumptive Exception, the Apparently Successful Applicant must identify which Presumptive Exception applies, and state why, in light of the Apparently Successful Applicant's technical proposal and in the context of the program description or program statement in the USAID Request For Application or Annual Program Statement, marking requirements should not be required.

(2) Specific guidelines for addressing each Presumptive Exception are:

(i) For Presumptive Exception (i), identify the USAID Strategic Objective, Interim Result, or program goal furthered by an appearance of neutrality, or state why the program, project, activity, commodity, or communication is 'intrinsically neutral.' Identify, by category or deliverable item, examples of program materials funded under the award for which you are seeking exception 1.

(ii) For Presumptive Exception (ii), state what data, studies, or other deliverables will be produced under the USAID funded award, and explain why the data, studies, or deliverables must be seen as credible.

(iii) For Presumptive Exception (iii), identify the item or media product produced under the USAID funded award, and explain why each item or product, or category of item and product, is better positioned as an item or product produced by the cooperating country government.

(iv) For Presumptive Exception (iv), identify the item or commodity to be marked, or categories of items or commodities, and explain how marking would impair the item's or commodity's functionality.

(v) For Presumptive Exception (v), explain why marking would not be cost-beneficial or practical.

(vi) For Presumptive Exception (vi), identify the relevant cultural or social norm, and explain why marking would violate that norm or otherwise be inappropriate.

(vii) For Presumptive Exception (vii), identify the applicable international law violated by marking.

(3) The Agreement Officer will review the request for adequacy and reasonableness. In consultation with the Cognizant Technical Officer and other agency personnel as necessary, the Agreement Officer will approve or disapprove the requested Presumptive Exception. Approved exceptions will be made part of the approved Marking Plan, and will apply for the term of the award, unless provided otherwise.

(e) Award Criteria: The Agreement Officer will review the Marking Plan for adequacy and reasonableness, ensuring that it contains sufficient detail and information concerning public communications, commodities, and program materials that will visibly bear the USAID Identity. The Agreement Officer will evaluate the plan to ensure that it is consistent with the stated objectives of the award; with the applicant's cost data submissions; with the applicant's actual project, activity, or program performance plan; and with the regulatory requirements of 22 C.F.R. 226.91. The Agreement Officer will approve or disapprove any requested Presumptive Exceptions (see paragraph (d)) on the basis of adequacy and reasonableness. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

VIII.3) MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 2005)

(a) Definitions

Commodities mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and non-deliverable items for recipient's internal use, in administration of the USAID funded grant, cooperative agreement, or other agreement or sub-agreement.

Principal Officer means the most senior officer in a USAID Operating Unit in the field, e.g., USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

Programs mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

Projects include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

Subrecipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization, that receives a USAID subaward, as defined in 22 C.F.R. 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to subrecipients, in direct support of a development objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brand mark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards.

(b) Marking of Program Deliverables

- (1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

- (2) The Recipient shall mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.
- (3) The Recipient shall mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.
- (4) The Recipient shall appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.
- (5) The Recipient shall mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.
- (6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.
- (7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.
- (8) The Agreement Officer may require a pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.
- (9) Subrecipients. To ensure that the marking requirements "flow down" to subrecipients of subawards, recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

"As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."

(10) Any 'public communications', as defined in 22 C.F.R. 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government."

(11) The Recipient shall provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the Recipient shall submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

(c) Implementation of marking requirements.

(1) When the grant or cooperative agreement contains an approved Marking Plan, the Recipient shall implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the Recipient shall propose and submit a plan for implementing the requirements of this provision within [Agreement Officer fill-in] days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph (b) of this provision that the Recipient shall produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

(ii) the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

(i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(iii) USAID marking requirements would undercut host-country government "ownership"

of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official;

- (iv) USAID marking requirements would impair the functionality of an item;
 - (v) USAID marking requirements would incur substantial costs or be impractical;
 - (vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;
 - (vii) USAID marking requirements would conflict with international law.
- (4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements is provision.
- (d) Waivers.
- (1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The Recipient shall submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.
 - (2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient’s own identity/logo or that of a third party on materials that will be subject to the waiver.
 - (3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.
 - (4) Approved waivers “flow down” to recipients of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.
 - (5) Determinations regarding waiver requests are subject to appeal to the Principal Officer’s cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer’s waiver determination to the cognizant Assistant Administrator.

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- (e) Non-retroactivity. The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

**Certifications, Assurances, and Other Statements of the Recipient
Additional Help for ADS Chapter 303**

Part I – Certifications and Assurances

1. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs

(a) The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the Cooperative Agreement for which application is being made, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

(c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The recipient recognizes and agrees that such Federal financial assistance

will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

2. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

"The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)

USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned shall review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

4. Certification Regarding Terrorist Financing, Implementing Executive Order 13224

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Recipient shall verify that the individual or entity does not (i) appear on the master list of [Specially Designated Nationals and Blocked Persons](#), which is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC), or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

c. Before providing any material support or resources to an individual or entity, the Recipient shall consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification-

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

b. "Terrorist act" means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site:

<http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

5. Certification of Recipient

By signing below the recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted

Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206) and (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

RFA/APS No. _____

Application No. _____

Date of Application _____

Name of Recipient _____

Typed Name and Title _____

Signature _____

Date _____

Part II – Key Individual Certification Narcotics Offenses and Drug Trafficking

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Part III – Participant Certification Narcotics Offenses and Drug Trafficking

1. I hereby certify that within the last ten years:

- a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
- b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
- c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Part IV – Survey on Ensuring Equal Opportunity for Applicants

Applicability: All RFA's must include the attached Survey on Ensuring Equal Opportunity for Applicants as an attachment to the RFA package. Applicants under unsolicited applications are also to be provided the survey. (While inclusion of the survey by Agreement Officers in RFA

packages is required, the applicant's completion of the survey is voluntary, and must not be a requirement of the RFA. The absence of a completed survey in an application may not be a basis upon which the application is determined incomplete or non-responsive. Applicants who volunteer to complete and submit the survey under a competitive or non-competitive action are instructed within the text of the survey to submit it as part of the application process.) [Survey on Ensuring Equal Opportunity for Applicants](#)

Part V – Other Statements of Recipient

1. Authorized Individuals

The recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the recipient in connection with this application or grant:

Name	Title	Telephone No.	Facsimile/Email
<hr/>			
<hr/>			
<hr/>			

2. Taxpayer Identification Number (TIN)

If the recipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the recipient's TIN:

TIN: _____

***3. Data Universal Numbering System (DUNS) Number**

(a) In the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the number that identifies the recipient's name and address exactly as stated in the proposal.

(b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:

- (1) Recipient's name.
- (2) Recipient's address.
- (3) Recipient's telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.

- (7) Number of people employed by the recipient.
(8) Company affiliation.

*(c) Recipients located outside the United States may e-mail Dun and Bradstreet at globalinfo@dbisma.com to obtain the location and phone number of the local Dun and Bradstreet Information Services office.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS: _____

4. Letter of Credit (LOC) Number

If the recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC: _____

5. Procurement Information

(a) Applicability. This applies to the procurement of goods and services planned by the recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval.

(b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant:
\$ _____

(c) Nonexpendable Property. If the recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TYPE/DESCRIPTION (Generic) _____

QUANTITY _____

ESTIMATED UNIT COST _____

(d) Source, Origin, and Componentry of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, and/or does not contain at least 50% componentry, which are not at least 50% U.S. source and origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin, to include the probable source and/or origin of the components if less than 50% U.S. components will be contained in the commodity. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items do not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods, which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

TYPE/DESCRIPTION _____
QUANTITY _____
ESTIMATED GOODS _____
PROBABLE GOODS _____
PROBABLE (Generic) _____
UNIT COST _____
COMPONENTS _____
SOURCE _____
COMPONENTS _____
ORIGIN _____

(e) Restricted Goods. If the recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/DESCRIPTION _____
QUANTITY _____
ESTIMATED _____
PROBABLE _____
INTENDED USE (Generic) _____
UNIT COST _____
SOURCE _____
ORIGIN _____

(f) Supplier Nationality. If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

TYPE/DESCRIPTION _____
QUANTITY _____
ESTIMATED _____
PROBABLE SUPPLIER _____
NATIONALITY _____
RATIONALE (Generic) _____
UNIT COST (Non-US Only) _____
FOR NON-US _____

(g) Proposed Disposition. If the recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

TYPE/DESCRIPTION (Generic) _____
QUANTITY _____
ESTIMATED UNIT COST _____
PROPOSED DISPOSITION _____

6. Past Performance References

On a continuation page, please provide past performance information requested in the RFA.

7. Type of Organization

The recipient, by checking the applicable box, represents that -

(a) If the recipient is a U.S. entity, it operates as ☐ a corporation incorporated under the laws of the State of, ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a state or local governmental organization, ☐ a private college or university, ☐ a public college or university, ☐ an international organization, or ☐ a joint venture; or

(b) If the recipient is a non-U.S. entity, it operates as ☐ a corporation organized under the laws of _____ (country), ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a nongovernmental educational institution, ☐ a

governmental organization, [] an international organization, or [] a joint venture.

8. Estimated Costs of Communications Products

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non-color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

MARKING PLAN (for illustrative purposes only)

Public Communications Materials Produced *	Type of Branding/Marking			Where (on the material)		When (in Work Plan)	
	Verbal	Visual	Textual	Order **	Placement		
	Name of Program Mention in speeches, words of thanks, radio/TV spots, press	Identity Identity Sub-brand Disclaimer	Name of Program Articles, success stories, reports, publications,	In relation to logos of other actors, partners, counterparts	Top Left, Front Bottom Left, Front Back cover— Beginning, Middle, End of media spot (TV, radio)		
1. Program Materials (promotional, informational, educational, media products—print, audio, visual, including Websites, press releases, success stories, etc.)							
2. Program Sites (physical in nature, includes visible infrastructure)							
3. Documents, Publications, Studies, Reports, Papers, Technical Assistance							
4. Events (training courses, inaugurations, conferences, fairs, seminars, press conferences, seminars and other public activities)							
5. Commodities and Equipment (computers, cars, food bags, desks, chairs, etc.)							

* Consult ADS 320 and Sections (b) (1-5) under “Marking of Program Deliverables” of the Marking Standard Provision for further description (Attachment 3 of AAPD 05-11).

** USAID prefers to be first in logo line up whenever possible.

USAID/GUATEMALA CENTRAL AMERICAN PROGRAMS

ORDER No.: 6.6
SUBJECT: Value Added Tax (VAT) Exemption Procedures
REFERENCE: GOG Decree #78 of 9/1/1954, Valued Added Tax
(Impuesto al Valor Agregado – IVA) Law #27/92
and its Amendments
EFFECTIVE DATE: January 1, 2000
SUPERSEDES: M.O. 19.22 dated September 19, 1997
PAGE: 1 of 4

I. PURPOSE

The purpose of this USAID Mission Order is to amend established procedures to be followed in the management of the IVA Exemption forms, both for official procurement and personal purchases made by U.S. Government Employees (USDHs, USPSCs, TCNs), Institutional Contractors and Grantees.

II. POLICY

Under the Vienna Convention on Foreign Relations all diplomatic missions and consulates at post are tax exempted. Also, under the Agreement between the Government of Guatemala and the Government of the United States of America of September 1, 1954 all supplies, materials, equipment or funds entered into the Country by the United States Government for the purpose of accomplishing the USAID's program objectives are tax exempted.

III. LIMITATIONS

A. The limit set up to issue IVA Exemption forms is Q800.00. An IVA Exemption form must be issued for all official purchases when the NET amount of the goods or services exceeds Q800.00. The limit applies to the amount of the goods or services, not to the amount of IVA. However, IVA Exemption forms may be used to cover hotel rates even if the daily rate is lower than Q800.00, at the option of the entity receiving the services.

B. IVA forms can only be used for procurement by USAID funded activities, or for personal purchases for the following categories of employees: USDHs and their family members, US-hired contractors (i.e. USPSCs, TCNs), Institutional contractors and Grantees.

IV. DEFINITION OF TERMS

VAT: Value Added Tax or IVA (Impuesto al Valor Agregado)

IVA Exemption Form: Accounting document through which diplomatic missions get Value Added Tax Exemption

NIT: Tax Identification Number (Número de Identificación Tributaria)

AID's NIT: 347442-9

Personal Purchase: This category of purchases includes any purchases for personal use of eligible employees per Section III.B.

V. AUTHORIZING OFFICERS AND RESPONSIBILITIES

The persons listed below are accountable for the forms, and are also designated to sign them for OE or project procurement, depending on their area of responsibility, and for personal use by eligible employees as listed in Section III.B.

BLANK FORMS SHOULD NOT BE SIGNED.

George Carner, Director

Deborah Kennedy-Iraheta, Deputy Director

Erhardt Rupprecht, Deputy Regional Director

Robert Kahn, Chief, Project Development and Management Office

David Barth, Regional Legal Advisor

John McCarthy, Peace Project

Braden Enroth, Regional Contracting Officer

Alan Reed, Executive Officer

Thomas Walsh, Controller

Randall Peterson, Chief, Trade and Economic Analysis Office

Bernai Velarde, Trade and Economic Analysis Office

Brian Rudert, Chief, Income and Natural Resources Office

Ronald Ruybal, Income and Natural Resources Office

Keith Kline, Income and Natural Resources Office

Jeffrey Borns, Chief, Office of Democratic Initiatives

Steven Hendrix, Office of Democratic Initiatives

Mary Ann Anderson, Office of Health and Education

Julia Richards, Office of Health and Education

Stanley Terrell, Office of Health and Education

Edward Scholl, Office of Health and Education

Philip Jones, PROARCA

Anne Dix, PROARCA

Sarah Wines, Director Regional Urban Development Office

Sonny Low, Regional Urban Development Office

Elizabeth Bauch, Regional Urban Development Office

VI. CONTROL OF FORMS

IVA Exemption forms will be provided to senior secretaries by the Travel Assistant. It is the senior secretaries' responsibility to maintain adequate distribution and control of the IVA forms assigned to each Division. It is the Travel Assistant's responsibility to maintain an adequate stock of IVA exemption forms.

VII. PROCEDURES

Following are the guidelines to obtain, issue, and report the I.V.A. exemption forms:

A. IVA forms will be provided to all senior secretaries or their designees, in accordance with each Division's requirements, for signature by the persons designated in Section V above. All senior secretaries or their designees are responsible for the preparation of I.V.A. forms in the following cases:

1. Official use (i.e. Hotels)
2. Personal purchases
 - a. Made by eligible employees as stated in Section III.B.
 - b. Return third copy of IVA form as soon as possible – NO NEW IVA FORMS WILL BE PROVIDED UNTIL USED FORMS ARE RETURNED TO SENIOR SECRETARIES

B. Receipts/bills/customs forms should be issued as follows:

- Name of Employee or Project/USAID
- USAID Mission's NIT

C. For USAID funded procurement by contractors/grantees located outside the USAID facilities, senior secretaries or their designees will provide the project manager a number of IVA forms needed in accordance with their requirements. Upon presentation of the used IVA forms the senior secretary will replenish the contractor/grantees stock.

D. All senior secretaries must log in all the IVA forms in the DTS (Document Tracking System) on a daily basis and should return the copies to the Travel Office every two weeks, in order to obtain a new stock of forms. (For more instructions on the reporting requirements, refer to Section VIII of this Mission Order.)

E. Instructions to fill out the forms: (See Exhibit 1)

1. The I.V.A. exemption forms should contain the following information:

- Date of form
- IVA Amount in local currency
- Supplier/Vendor's name
- Supplier/Vendor's NIT number
- IVA amount spelled out
- USAID NIT Number
- Signature of authorized official (SEE V. ABOVE)

In the bottom part of the form, the following information must be included:

- Invoice #
- Date of Invoice
- Amount without IVA
- IVA Amount
- Total Amount

REF: Office Initials

2. Forms should be filled out completely

3. Distribution of IVA form:

- Original and 1 copy: Supplier/Vendor/Customs
- Second Copy: USAID Files. The third copy Mission copy) should be completely legible. If it is not legible a copy of the bill or receipt should be attached

VIII. REPORTING REQUIREMENTS

The Ministry of Finance requires all diplomatic missions in Guatemala to prepare a quarterly report which shows the usage of all IVA Exemption Forms per month. It is the responsibility of the officers designated in Section V above to ensure that IVA exemption forms are logged in on a daily basis, and reported to EXO biweekly.

These reports will then be consolidated by the Travel Office and sent to the Ministry of Finance quarterly within the first ten working days of the respective month.

Senior secretaries or their designees will have access to the IVA program on a permanent basis, which will be available in the Local Applications Option under the "DTS" icon.

IX. OTHER CONSIDERATIONS

According to an amendment to the IVA law published on December 23, 1994, vendors must include the total amount, IVA included, on their invoices. Employees involved in the processing of vouchers shall check that all invoices meet this requirement.

Alan Reed
Executive Officer

**USAID/GUATEMALA
DETERMINATION
EXTENSION OF IVA EXCEMPTION PRIVILEGES
TO SUB-AWARDEES OF
USAID PRIME RECIPIENTS**

September 21, 2007

It has been brought to the attention of the Regional Contracting Officer, the USAID/Guatemala Financial Manager and Executive Officers that the sub-awardees of USAID prime Recipients have not been given the opportunity to use the IVA exemptions when procuring goods and services locally in the past.

When brought to the attention of the Legal Advisor, Ms. Rakas, she agreed that procurements made by sub-awardees should be exempt from taxes as would be the prime. She recommended to up-date the current Mission Order to clarify this specific point.

Based on the above, the Regional Agreement Officer has determined that the IVA exoneration forms shall be used to exonerate all USAID Prime Recipients as well as their sub-awardees on the IVA tax imposed on goods and services procured locally. Prime Recipients will be responsible for the use of IVA exoneration forms of their sub-awardees and will report their use to USAID/Guatemala.



Braden W. Enroth
Supervisory Regional Contracting/Agreement Officer

USAID/GUATEMALA
STAFF NOTICE 10-09
November 16, 2009

TO: All Mission Employees
FROM: Sheila Samuels, Executive Officer *SSamuels*
SUBJECT: VAT EXEMPTIONS

In a recent meeting held with Superintendencia de Administración Tributaria (SAT), USAID has been advised of the following revised procedures regarding the use of the VAT (Value Added Tax) exemption forms:

1. The exemption of the VAT for personal purchases is only authorized for accredited diplomatic personnel who are issued an exempted Número de Identificación Tributaria (NIT) by the Ministry of Foreign Affairs through SAT.

Accredited diplomatic personnel must use their Exenlva card for personal purchases. USAID is no longer allowed to issue the IVA forms to personnel for personal purchases.

2. Contractors and grantees are **NOT** authorized VAT exemptions for personal purchases. Therefore, effective immediately, please discontinue issuing USAID's IVA exemption forms to our implementing partners for personal purchases. Contractors and grantees will continue to use USAID's IVA exemption forms for USAID-funded procurement.

COTRs are responsible for relaying this information to their contractors and grantees and closely monitor the use of the IVA exemption forms to ensure these are not used for personal purchases.

Mission Order 6.6 is being revised to incorporate the above information and will be re-issued shortly.

If you have any additional questions, please do not hesitate to contact Sofia Hernandez or myself.

Clearances: PPS:ERojas: *ERojas* FMO:DBogran: *DBogran* RCO:DBrown: email of 11/17/09

USAID/Guatemala MISSION ORDER

ORDER No. 253
SUBJECT: Training for Development/Visa Compliance for Exchange Visitors
REFERENCE: ADS 252, 253 & Best Practices Guide
(<http://www.usaid.gov/policy/ads/200/253saa.pdf>)
EFFECTIVE DATE: April 30, 2010
SUPERSEDES: MO 2.7 Updated: 10/22/2002

I. PURPOSE

- Clarify the roles and responsibilities for planning, implementing, and monitoring training/human capacity development (HCD) interventions.
- Provide a summary of policy guidance and procedures for efficient design, implementation, monitoring, assessment and evaluation of HCD programs conducted offshore or in-country in support of the Mission's Strategic Objectives (SOs).

In addition to this Mission Order (MO), SO teams, Activity Managers, and implementing partners are encouraged to familiarize themselves with the policies and essential procedures contained in ADS 206, 252, and 253.

II. AUTHORITY

ADS 203 – Assessing and Learning
<http://www.usaid.gov/policy/ads/200/203.pdf>

ADS 206 – Prohibition of Assistance to Drug Traffickers
<http://www.usaid.gov/policy/ads/200/206.pdf>

ADS 252 – Visa Compliance for Exchange Visitors
<http://www.usaid.gov/policy/ads/200/252.pdf>

ADS 253 – Participant Training for Capacity Development
<http://www.usaid.gov/policy/ads/200/252.pdf>

22 CFR 62 – Exchange Visitor Program
http://www.access.gpo.gov/nara/cfr/waisidx_07/22cfr62_07.html

Complete Guide to USAID Visa Compliance
http://trainethelp.usaid.gov/Documents/rawmedia_repository/45c098a0_d440_4654_a4c5_aae8_6cc5c157-document.pdf

III. APPLICABILITY

This MO applies to all training related activities (participant training) and non-training related activities (invitational travel) that are funded fully or partially, directly or indirectly by USAID.

IV. DEFINITIONS

For definitions used throughout this MO, please refer to ADS 252.6 and 253.6.

V. POLICY DIRECTIVES AND ESSENTIAL PROCEDURES

1. Linkage with Mission Strategic Results

USAID policy requires that all training/HCD activities support the attainment of Intermediate Results (IRs) under an SO or otherwise contribute to the achievement of a Project or Activity

goal, to a USG special initiative.

Approved SOs managed by USAID/Guatemala:

Democracy and Governance	Ruling Justly: More Responsive, Transparent Governance
Economic Growth	Economic Freedom: Open, Diversified, Expanding Economies
Health and Education	Investing in People: Healthier, Better Educated People
Regional HIV/AIDS Program	Investing in People: Healthier, Better Educated People

2. Use of TrainNet

TrainNet is an agency-wide information management tool that facilitates performance tracking, analysis, and reporting of training by SO. It is also the **ONLY** source to obtain the DS2019 form (Certificate of Eligibility for Exchange Visitor J-1 Status) required to request a USAID-sponsored J-1 visa to the U.S.

USAID policy requires that implementing partners (IPs), in coordination with the Mission Training Officer in the Planning and Program Support Office (PPSO) and SO team training coordinators, provide TrainNet data for all training in their sphere of management. The Mission Training Officer or the designated staff from the IP will make the final entry into the TrainNet database. To meet federal government-wide reporting requirements, training data needs to be entered into TrainNet and submitted to EGAT/ED on a quarterly basis.

The minimum required data for the TrainNet system is:

U.S. Based Training	In Country and Third Country Based Training
Name of the USAID/Guatemala project	Name of the USAID/Guatemala project
Relevant SO and IR	Relevant SO and IR
Name of training program	Name of training program
Program Description	Program Description
Start and end dates	Start and end dates
Participant's Biographical Information (name, address, birth date, sex, position)	Number of participants (by gender)
Health and Accident Coverage Information	Health and Accident Coverage Information (for third-country training)
Visa Information	
Field of study	Field of study
Estimated Cost	Estimated Cost

3. Conditions and Eligibility of Candidates

Persons selected for training will: a) be affiliated with an organization that has strategic importance to USAID, b) occupy a position that allows for the training to be applied toward improvement of the organization's performance, and c) have the physical and emotional stamina to complete the training and the commitment to use it effectively (i.e., that they be physically and mentally prepared to fully participate in and benefit from the training event). Please refer to ADS 253.3.2 <http://www.usaid.gov/policy/ads/200/253.pdf>

4. Gender Balance

The Mission shall work toward the goal of achieving at least fifty percent women participation in training programs.

5. Disabled Participants

USAID/Guatemala will not exclude potential candidates for training based solely on the existence of a physical disability.

6. Dependents

USAID/Guatemala will not be responsible for any expenses related to the participant's family members.

VI. PLANNING AND IMPLEMENTING TRAINING ACTIVITIES

The following actions will be taken for planning and implementing training activities:

- Perform an assessment to determine whether or not training is the most appropriate intervention to address performance gaps;
- Set forth a strategic, transparent screening and selection process to ensure that participants who are selected for the training have the potential to affect change within their institution or work place;
- Ensure top level supervisors' or managers' commitment to improved performance in the participant's work place;
- State training needs in behavioral terms with a clear expected outcome that is directly related to the participant's work within the institution's mission.
- Define a clear non-ambiguous Training Objective. It should match the training need and clearly state what the participant will gain;
- Note the training objective in two or three statements on the Training Agreement (Attachment 1). The participant should review the objectives and indicate how he intends to use the new knowledge on the job;
- Give the participant a Pre-test to determine what he already knows about the subject.

IPs will develop an Annual Training Plan which will be included in the Annual Work Plan submitted for USAID/Guatemala's approval.

VII. MONITORING, ASSESSMENT and EVALUATION OF HCD INTERVENTIONS EFFECTIVENESS

IPs will follow the procedures described below in order to monitor, assess and evaluate the effectiveness of HCD interventions:

1. Post-Training Testing and Evaluation. A post-training test will be administered immediately upon completion of the training. It will determine what knowledge the participant(s) acquired. The post-test may be orally based, an individual written exercise, or any other format appropriate for the participant(s). A post-training evaluation form will also be required to be completed by each participant which would include for example, recommendations of how the training could be more tailored to the needs of the participants, as well as long-term feedback from IP supervisors as to what impact the training has had in the work place. (Attachment 2 shows a sample post-training evaluation).

2. Monitor the participant's use of new knowledge, skills, and abilities formally and informally. Monitoring should begin shortly after the participant returns to work, and be continued as an on-going informal exercise by the supervisor such as observation as well as some regularly scheduled formal exercise (i.e., interviews and/or tests). One aspect of the monitoring should include a three-month post-training survey of participants' and supervisors' perspectives. As stated in Item 1, a long-term post-training survey should include feedback from the participants as to how to better tailor future training programs to suit specific needs of the training participant pool, as well as the supervisors' reporting on the current impact and results of the training, including for example, the improved performance of the participants. The survey might vary from a simple checklist to a face-to-face or virtual interview.
3. Structured follow up activities. Observation and further evaluation of longer term performance changes should be carried out within the participant's work place. Follow up activities might include: frequent or periodic mentor-protégé sessions, flash cards and other job aids, intermittent coaching, group projects, refresher seminars, videos, technical assistance, etc.

It is recommended that SO teams/IPs budget a minimum of 10-20% of the training cost for follow up.

These procedures are applicable for all in-country training events of two or more consecutive days or 16 or more intermittent contact hours and for all international (U. S. and third-country) training activities. For shorter events, IPs will develop a simpler monitoring system.

VIII. U.S. - BASED TRAINING

1. Participant eligibility for U. S. Training

Please refer to ADS 253.3.2: "Participant Eligibility and Selection."
<http://www.usaid.gov/policy/ads/200/253.pdf>.

2. Participant Security Risk and Fraud Inquiry

USAID/Guatemala will conduct a security risk and fraud inquiry for all participants being considered for U.S. or third-country training as well as for exchange visitors traveling to the U.S. The Mission's Training Officer will initiate the process at least 12 weeks before the expected travel date and the findings will be retained in the participant's file. To complete the investigation process, the IP will complete the information requested in the Name Check form (Attachment 3) and the Information for Processing International Trainees (Attachment 4).

3. English Language Proficiency

SO teams or IPs, as appropriate, will do a language assessment if there are any doubts of a Participant's proficiency in the language in which the training activity is to be conducted. (ADS 253.3.4.3.b).

4. Health and Accident Insurance Coverage (HAC)

Health and Accident Insurance Coverage (HAC) is required for all USAID-sponsored exchange visitors and training participants. IPs must enroll participants in the official USAID HAC program through the authorized HAC provider. Information about the authorized HAC provider may be found in ADS 253.

5. USAID-Sponsored J-1 VISA

All travelers (exchange visitors and/or training participants) being funded fully, partially,

directly, or indirectly by USAID **must enter the U.S. on a J-1 Visa, regardless of the type or duration of the activity.** J-1 visas are processed by the Mission Training Officer.

6. **TrailNet Reporting**

All training programs/participants that are funded with USAID funds (partially, fully, directly, and/or indirectly) need to be entered in the TrailNet database. At present, this responsibility rests on the Mission Training Officer, but eventually it will be delegated to IPs.

IPs are responsible for tracking the whereabouts of their participants in the U.S. (as well as in third countries) and their return status at the conclusion of training. To comply with this requirement, IPs must confirm to the Mission Training Officer that the participant arrived in the U.S. and began his or her training program. Likewise, IPs must notify the Mission Training Officer of their return to the home country upon conclusion of the training program. These confirmations must be made within three calendar days of the program's start and end dates.

7. **Non-Returnees**

Participants must leave the country of training immediately (within three calendar days) after the program end date.

8. **Prohibition of Assistance to Drug Traffickers (ADS Chapter 206, Section 487 of the Foreign Assistance Act (FAA))**

Section 487 of the FAA requires the Agency to take all reasonable steps to ensure that United States foreign assistance resources are not provided to any individual involved in the trafficking of narcotics. ADS 206 contains guidance on implementing this requirement. To comply with this requirement, USAID/Guatemala will perform a name check (including confirmation of certain biographical information) of the participants being considered for international training. They will also have to sign the Narcotics Offenses and Drug Trafficking Certification form (Attachment 5).

9. **Travel (Use of a U.S. Carrier)**

USAID/Guatemala ensures compliance with the USG policy that requires: (a) travel via a U.S. carrier, and (b) use of economy class booking.

10. **Historically Black Colleges and Universities (HBCUs) and Other Minority Serving Institutions (MSIs)**

USAID/Guatemala will include HBCUs and MSIs among training providers when their programs match the Mission's requirements.

11. **Lead-time**

In view of the various documents and external requirements that are needed to implement U.S. and third country training, it is Mission policy that international training requests be initiated at least **12 weeks** in advance of the desired training event.

12. **Two-year Residency Requirement**

All travelers under a J-1 visa are required to return to their home countries and fulfill a two-year residency requirement as provided in the visa regulation, before they are eligible for U.S. permanent residence. The 24 month residency requirement needs not to be consecutive, but must be completed.

13. Employment in the U.S.

All USAID-sponsored participants/visitors under the J-1 visa are prohibited from being employed except in connection with an apprenticeship, on-the-job training, or practical training experience that is an integral part of the training program.

IX. **THIRD COUNTRY TRAINING**

IPs must follow the procedures described below for third-country training events:

1. Third-country training must **not** take place in countries that are
 - Considered unfriendly by the U.S. Department of State and to which travel by U.S. citizens is prohibited; or
 - Identified as terrorist countries by the Department of State.
2. IPs must be prepared to independently plan and manage the full range of third country training activities since on-site support may not be available in the receiving country.
3. It is USAID policy that third country training participants must have health and accident insurance coverage. IPs may choose the insurer (i.e., HTH, Assist Card, others).
4. Participants must have a Security Risk Investigation conducted by USAID/Guatemala and they will have to sign a Narcotics Offenses and Drug Trafficking Certification.
5. Training requests should be initiated at least eight weeks in advance of the desired program start date in order to perform the Security Risk Investigation.

X. **IN-COUNTRY TRAINING**

IPs are responsible for planning, managing, monitoring, and overseeing in-country training activities. As part of each quarterly report, the IP shall provide information on all in country training events performed during the reporting period. This report shall include at a minimum: name of the training program, field of study, relationship to the objectives of the implementing instrument, start and end dates, estimated cost (USAID's cost and partner's cost disaggregated by instruction, trainee, and travel) and number of male and female participants.

XI. **ROLES AND RESPONSIBILITIES**

Responsible Person	Action
SO Teams/Activity Managers	Ensure that training is linked to and supports the attainment of IRs or project goals; Ensure that procedures and systems to plan, implement, assess and evaluate the effectiveness of training are followed.
Mission Training Officer	Provide Mission-wide coordination on all matters related to training; Advise SO teams and partners on training issues; Serve as a consultant to SO teams' and IPs' training contact persons on training policies and procedures; Serve as TrailNet coordinator; Liaise with the Embassy on visa matters; Liaise with EGAT/ED on training issues. Facilitate compliance with the requirements established in this MO.

Responsible Person	Action
Participants	Sign all required documents (i.e., the Training Agreement, Narcotics Offenses and Drug Trafficking Certification); Provide all documentation required for administrative and program purposes; Devote full time to the programs; Apply the new skills acquired in their work place.
Supervisors/Employers	Create conditions that allow for the effective use of the participants' training; Share information for results reports.
SO Implementing Partners	Develop an Annual Training Plan based on needs assessment; Submit Annual Training Plans along with Annual Work Plans Identify participants; Define training objectives; Administer all program and financial matters related to participant training activities; Implement pre-training activities; Monitor and evaluate the results and impact of the training; Collect post-training feedback; Implement post training follow up; Document, analyze, and report results to USAID; Enter or provide TrainNet data; Report non-returnees to the Mission Training Officer.

XII. REQUIRED FILE DOCUMENTATION (for all participants attending international travel)

The IP must keep on file at a minimum the following relevant documentation pertaining to the participants and sponsored activities. The IP is responsible for sending a copy of the following documents to USAID/Guatemala's Training Officer via email or fax at least 12 weeks prior to the program start date.

- Copy of face page of participant's passport
- Signed copy of Information for Processing International Trainees form
- Signed Narcotics Offenses and Drug Trafficking Certification Form
- Signed Conditions of Sponsorship Form for J-1 visa holders (U.S. training only) (Attachment 6)
- Name Check Form

XIII. Attachments

1. Training Agreement
2. Post-training evaluation
3. Name Check form
4. Information for Processing International Trainees form
5. Narcotics Offenses and Drug Trafficking Certification
6. Conditions of sponsorship form for J-1 visa holders

Attachment 1
Mission Order 253

USAID Guatemala Training Agreement

The Stakeholders Agreement (a.k.a. Training Agreement) serves three purposes, namely it:

- a) clarifies the objectives of the training or other capacity development intervention, i.e., it identifies the knowledge and skills (KSA) that the participant is expected to gain from the training event;
- b) shows how the participant will use the newly acquired KSA in his / her workplace
- c) indicates the supervisor's concurrence that the work environment will allow the participant to apply the new KSA.

Participant's Name: _____
Organization/Employer & Position: _____
Training/Capacity Development Program: _____
Program Date Begins: _____ Ends: _____

Strategic Objective (SO)/Project or Activity: _____

Objective(s) of the Training/ Capacity Development Event: (what the participant is expected to gain):

USAID Implementing Partner

In order to recover the value of the training investment, in collaboration with the SO team I will monitor and document the impact of training and how it contributed to the SO/Project/Activity. Copies of my observations will be shared with the SO team or other designated USAID staff and the participant's employer.

Participant

I, _____, as the Participant, agree to return to work and apply the benefits of this training on the job. I will:

- a) brief my supervisor on the training and provide feedback on the results
- b) share new skills, resource materials, etc. with colleagues
- c) keep USAID informed of professional successes that may be linked to my training, and,
- d) help improve performance in my workplace in the following way(s):

Employer

I, _____, as the supervisor/employer of _____, a participant in a USAID-funded training program, will make provisions for his/her effective use of the training to improve workplace performance.

Signature and Date:

Participant: _____ Date: _____

Supervisor: _____ Date: _____

Implementing Partner: _____ Date: _____

USAID Designee: _____ Date: _____

Attachment 2
Mission Order 253

USAID/Guatemala Post-Training Evaluation

Name of Participant: _____
Name and Date(s) of the Training Program: _____

Part 1: For Participants (Please complete parts (a) and (b) immediately after the training).

a) Reaction (On the left of the statement please place **A** if you agree, or **D** if you disagree)

- ___ The training was relevant for my job
- ___ The training content matched the objectives on the Stakeholders Agreement / Training Plan
- ___ The instructor(s) conducted the training in a clear, understandable manner
- ___ The length of the program was just about right
- ___ I was able to ask questions and participate in discussions during the training.

b) Learning

- ___ I gained new knowledge / skills from the training
- ___ I gained some ideas about how to apply the training in my work
- ___ I have a clear idea about how to share the new knowledge / skills with my colleagues
- ___ I believe the training will make a difference in the overall performance of my work place

c) Recommendations

How can the training be more tailored to the needs of the participants?

Part 2: For Participants (To be completed three months after the training)

d) Performance (Please circle the item that best describes your situation)

Three months ago I attended a USAID-sponsored training program, and I use the new knowledge / skills
(a) often - at least 2 or 3 times per week (b) occasionally 2 or 3 times per month (c) very rarely less than
1 time per month (d) not at all

The training has helped me in the following ways:

- ___ complete my work assignments faster
- ___ complete work assignments more accurately
- ___ take on additional work that was not in my regular job description before the training
- ___ suggest new ideas about the work place to my supervisor
- ___ share the new knowledge or skills with my colleagues
- ___ gain recognition from: ___ (a) my supervisor ___ (b) others in the work place
- ___ make a noticeable change in the way the work place functions
- ___ Other (please explain) _____

Comments _____

Part 3: For Supervisors or Implementers (To be completed three months or longer after the training)

e) Results

Please share your reactions to the items in "d" above by marking the statement **T** (true) or **F** (false)
Please indicate if / how the training has made a difference in performance in the work place.

Attachment 3
Mission Order 253

REQUEST FOR NAME CHECKS

DATE: _____

TO: Regional Security Office

FROM: _____

SUBJECT: NAME CHECKS

Please run name checks on the following person.

Name and last names of the subject:

Nombre y apellidos del sujeto: _____

Date of birth:

Fecha de nacimiento: _____

Place of birth:

Lugar de nacimiento: _____

Father's name:

Nombre del padre: _____

Mother's name and maiden name:

Nombre de la madre (soltera): _____

ID No. :

Cedula No.: _____

Issued in:

Extendida en: _____

Home address:

Dirección de Residencia: _____

Home phone number:

Teléfono de residencia: _____

Name of the company:

Empresa para la que trabaja: _____

Position:

Puesto que desempeña: _____

NOTE: THIS FORM SHOULD BE FILLED OUT COMPLETELY FOR EACH WORKER. PLEASE SEND THIS FORM TO THE RSO OFFICE **1 TO 2 WEEKS PRIOR** TO THE INITIATION OF WORK.



USAID
FROM THE AMERICAN PEOPLE

Attachment 4 Mission Order 253

USAID/Guatemala

Information for processing U.S. and Third-Country Trainees

Name of Training Event	
Description of Event	
Field of Study	
Training Objectives (please be as descriptive as possible)	
Dates of event	
Travel dates	
Name, address and telephone number of training facility	
Name, address and telephone number of training provider	

Personal Data for Trainee:

Full name	
Date and place of birth	
Personal address and telephone number	
Father's and mother's names	
Identity card (cedula) number and place of issuance	
Marital status	
Passport number	
Passport validity dates (issuance and expiration)	
Name, address, telephone number and email address of employer	
Name of position	
Hotel name, address and telephone number	

Estimated Budget:

	USAID	Other Sources (specify)
Transportation (air freight)		
Per diem		
Enrollment		
Insurance		
Other (please describe)		

PLEASE ATTACH A LEGIBLE PHOTOCOPY OF THE TRAVELER'S PASSPORT INFORMATION PAGE.

FOR **U.S. TRIPS**, PLEASE SUBMIT THIS INFORMATION **AT LEAST 12 WEEKS** PRIOR TO THE EVENT TO:

Ligia María Alfaro - Program Planning and Support Office

lalfaro@usaid.gov

Tel. (502) 2422-4308 - Fax (502) 2422-4594

FOR **THIRD-COUNTRY TRIPS**, PLEASE SUBMIT THIS INFORMATION **EIGHT WEEKS** PRIOR TO THE EVENT.

Attachment 5
Mission Order 253

**PARTICIPANT CERTIFICATION
NARCOTICS OFFENSES AND DRUG TRAFFICKING**

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Name: _____
Title/Position: _____
Organization: _____
Place and date of birth: _____
Signature: _____ Date: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Attachment 5
Mission Order 253

CERTIFICACIÓN DE PARTICIPANTES
DELITOS RELACIONADOS CON NARCÓTICOS Y TRÁFICO DE DROGAS

1. Bajo pena de perjurio, por este medio certifico que durante los últimos diez años:
 - a) No he sido condenado por infringir, o por conspiración para infringir, ninguna ley o reglamento de los Estados Unidos o de cualquier otro país relacionado con narcóticos o medicamentos psicotrópicos o cualquier otra sustancia controlada.
 - b) No soy ni he sido un traficante ilegal de dichas drogas o sustancias controladas.
 - c) No he ayudado, tenido complicidad, conspirado o confabulado conscientemente con otras personas en el tráfico ilegal de dichas drogas o sustancias.
2. Entiendo que USAID puede dar por terminada la actividad en la que estoy participando y exigir que reintegre la cantidad desembolsada por USAID si se determina que yo participé en actividades como las mencionadas anteriormente durante los últimos diez años o durante el período que dure la actividad financiada por USAID.

Nombre Completo: _____

Título/Cargo: _____

Organización: _____

Lugar y Fecha de
Nacimiento: _____

Firma: _____ Fecha: _____

OBSERVACIONES:

1. Se requiere que usted firme esta certificación de conformidad con las disposiciones de la sección 140 del Código 22 de Reglamentos Federales (CFR, por sus siglas en inglés), Prohibición de Ayuda a Traficantes de Drogas. Estas normas fueron emitidas por el Departamento de Estado y requieren que ciertas personas que participan en actividades financiadas por USAID firmen esta certificación.
2. Si su certificación es falsa, usted está sujeto a enjuiciamiento penal de conformidad con el Código 18, 1001, de los Estados Unidos y al retiro de la ayuda para la cual se firmó esta certificación.

Attachment 6
Mission Order 253



USAID
FROM THE AMERICAN PEOPLE

**BUREAU FOR ECONOMIC GROWTH, AGRICULTURE AND TRADE
OFFICE OF EDUCATION**

CONDITIONS OF SPONSORSHIP FOR J-1 VISA HOLDERS

1. Name of Participant (Mr., Ms., Dr.) (Family, Given, Other)
2. Name of Program
3. Brief Description of Program
4. Name of Activity Provider and Phone, Fax and Address of Primary Contact
5. Start/End Dates
6. Expected U.S. Address

I agree that, as a USAID-sponsored Exchange Visitor, I will adhere to my program, devote my time and attention to my program, and conform to USAID regulations. I understand that I must return to my country immediately upon completion of my program and endeavor to utilize the knowledge, skills and attitudes acquired under this program for the benefit of my country.

Furthermore, I thoroughly understand the following requirements of USAID:

● **Two-year Home Residency Requirement:** I understand that I am required to return home immediately (within three days) after the Program End Date indicated on the approved Certificate of Eligibility form DS-2019 unless circumstances arise that would preclude my departure and that EGAT/ED approves in writing, and I must remain in my home country for a total of two years after the completion of my program, unless deferred by the USAID Mission. *(The two year home residency requirement does not preclude me from traveling to the U.S. during such period under another non-immigrant visa such as B-1/B-2 if the travel is approved by a U.S. Consul. Instead it means that I will not be eligible for certain types of non-immigrant visas (e.g., H-1 or L-1) or for legal permanent residence in the U.S. until I have spent a total of 24 months in my home country).* I will not attempt to change my non-immigrant status in the U.S. I understand that marriage to a U.S. citizen, the birth of a U.S. citizen child, an offer of employment or change of sponsorship, passage of years or time spent in another country, will not change my responsibility to return home upon completion of this USAID program. I agree to repay all training costs plus possible penalty charges, administrative costs, and interest in case of late payment, if I fail to return home at the end of my program, unless deferred by USAID. The repayment of these costs does not in any way eliminate or waive the two-year home residency requirement. USAID will bill me for these costs at the last known address on record. I understand that any amounts which may be due USAID as a result of my failure to meet the terms of this Conditions of Sponsorship may be withheld from monies owed me by the U.S. government or may be recovered by such other methods as permitted by law.

2. **J-1 visa:** I will receive and must remain on a USAID J-1 visa during my stay in the United States. I understand that I am responsible for making certain that my J-1 visa is current, and that I notify my monitoring contractor of any changes in my program completion. I understand that requests for extensions of my program will only be approved if they meet the USAID strategic objectives of my program. I understand that if I plan to travel outside of the U.S., I must and will immediately notify my monitoring contractor in advance since USAID is required to report any changes to participant status, including any changes in current U.S. address, to the Bureau of Citizenship and Immigration Services and the Department of State via the Student and Exchange Visitor Information System (SEVIS).

3. **Medical Insurance:** I understand that USAID is not responsible for any costs related to medical care while I am in the U.S. I understand that I will be enrolled in an insurance program that is mandatory for all USAID-sponsored participants, and I will be covered only for the coverage/limits provided by that health insurance program. I understand that I am responsible for paying the insurance deductible and co-payment (if required) and for the prompt filing of medical claims. I authorize the insurance company that issued the insurance policy, the premiums of which are paid by USAID, or its stated representative, to release all information related to such medical claims to USAID and its stated representative.

USAID shall use such claims information for reviewing its entire insurance program. I understand that I have the right to revoke this authorization by providing written notice to USAID. Such revocation will result in automatic termination of USAID's sponsorship of the program, and will render inactive my status in the SEVIS database, unless USAID otherwise agrees in writing. I will notify USAID immediately when I file any claim against the insurance policy and include in such notification the date of the claim, the nature of the claim and copies of all documentation related to the claim. I understand that in many cases, medical conditions existing prior to my Exchange Visitor sponsorship by USAID are not covered by USAID's insurance program.

4. U.S. Income Tax forms/payments: I understand that I must file U.S. Federal or State tax forms as appropriate, in which the sponsoring USAID office or its contractor may assist me. I understand that it is my responsibility to check with my monitoring contractor to see if tax forms are prepared on my behalf.

5. Dependents: I understand that I will follow the policy on participant dependents set by the USAID Mission in my country; that if dependent travel is allowed, USAID provides no funds for dependent expenses; and that I must meet USAID requirements regarding dependents, i.e., show that funds are available in a U.S. bank equal to 50% of my monthly maintenance for each dependent, for each month they are to reside in the U.S., b) my dependents will undergo a medical examination in our home country, c) I will secure medical insurance which includes coverage for pregnancy if appropriate, and d) I will have funds available for the purchase of my dependents round trip tickets. I further understand that, a) my dependents may only travel on a J-2 visa under USAID sponsorship, regardless of the length of their stay in the U.S., b) that cancellation of dependent insurance is grounds for the termination of my USAID-sponsored program, and that c) my dependents may not apply or benefit from any type of U.S. public assistance, i.e., subsidized school lunch programs, public or subsidized housing, or food stamp programs.

6. Allowances: I understand that I may be eligible for certain maintenance allowances, or allowances for other program-related costs, and that the amount of the allowance will be determined by USAID. I understand that I may not accept any outside funds through scholarships, assistantships, or wages, and that if I do receive any financial compensation outside of my USAID allowances, that my monthly maintenance allowance will be reduced accordingly.

7. Termination of a Exchange Visitor Program: USAID reserves the right to terminate the Exchange Visitor program of those participants who: a) change their course of study without prior authorization; b) fail in their studies; c) fail to carry a full-time course of study, unless specific arrangements are made with the monitoring contractor; d) conduct themselves in a manner prejudicial to the USAID Program or to the laws of the country; e) accept any public welfare funds; f) bring dependents to the country without prior USAID approval or violate any of the dependent requirements; g) obtain employment in the United States or other country without prior USAID approval; h) are diagnosed as having mental or physical disease, disability or disorder that will unduly delay or prevent successful completion of the program, or render the participant unlikely to contribute to the home country's development for which the program was designed; and, i) revoke the authorization provided in paragraph 3 above titled "Medical Insurance."

8. Legal Obligations: I understand that USAID will not provide funds for my legal defense, and will assume no responsibility for expenses involved in my operating a motor vehicle, for expenses involving criminal or civil law proceedings related to the operation of a motor vehicle, or for any other civil or criminal action for which I am held responsible for by local, state or Federal authorities. This applies to arrest and detention as well as fines, taxes, legal fees, and lawsuits and medical expenses for injuries sustained as the result of operating a motor vehicle or any other activity.

9. Automobile Ownership: USAID policy prohibits ownership of a vehicle without the prior approval of my sponsoring unit. If I operate a vehicle not owned by me, I do so at my own risk and am personally responsible for:

Determining and complying with all state and local laws, ordinances and requirements of the program locality.
Obtaining all necessary personal, liability and health and accident insurance, and licenses to meet state and local requirements for the operation of a motor vehicle.

Payment of the cost for medical treatment of injuries sustained as a result of an automobile accident.

If I drive any vehicle while under USAID sponsorship, it will be to my advantage to obtain the maximum personal liability insurance coverage available, to cover possible claims against me should I ever be involved in an automobile accident.

Signed:	
Signature of Participant:	Signature of Authorized USAID Official:
Date:	Title:

FOR USAID STAFF ONLY	
● USAID has conducted a Security Risk and Fraud Inquiry regarding this visitor. The information used in this Security Risk and Fraud Inquiry was:	
<hr/>	
<hr/>	
<hr/>	
Name of Authorized USAID Official	Mission/Title
<hr/>	<hr/>
Signature of Authorized USAID Official	Date
<hr/>	<hr/>

I. MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL RECIPIENTS

1. APPLICABILITY OF 22 CFR PART 226 (May 2005)

a. All provisions of 22 CFR 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.

b. For any subawards made with Non-U.S. subrecipients the recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees." Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

[END OF PROVISION]

2. INELIGIBLE COUNTRIES (May 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

3. PROHIBITION AGAINST DISCRIMINATION (Oct 2011)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. Recipients must comply with the requirements of the first paragraph of this provision and in addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases.

[END OF PROVISION]

4. NONLIABILITY (NOVEMBER 1985)

USAID does not assume liability for any third party claims for damages arising out of this award.

[END OF PROVISION]

5. AMENDMENT (NOVEMBER 1985)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters between the Agreement Officer and an appropriate official of the recipient.

[END OF PROVISION]

6. NOTICES (NOVEMBER 1985)

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the USAID Agreement Officer, at the address specified in the award.

To recipient, at recipient's address shown in the award, or to such other address designated within the award.

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

[END OF PROVISION]

7. SUBAGREEMENTS (June 1999)

Subrecipients, subawardees, and contractors have no relationship with USAID under the terms of this agreement. All required USAID approvals must be directed through the recipient to USAID.

[END OF PROVISION]

8. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (December 2003)

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 04/30/2005. The Standard Provisions containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are

<u>Standard Provision</u>	<u>Burden Estimate</u>
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1
<u>22 CFR 226</u>	<u>Burden Estimate</u>
22 CFR 226.40-.49, Procurement of Goods and Services	1

22 CFR 226.30 -.36,
Property Standards

1.5

Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, may be sent to the Office of Procurement, Policy Division (M/OP/P) U.S. Agency for International Development, Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

[END OF PROVISION]

9. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)

(This provision is not applicable to goods or services which the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

a. Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.

(1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists upon request.

(3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) The item is of U.S. source/origin;
- (ii) The item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and

(iii) The costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

b. Source and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000, and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (for example, equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR Part 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety.

(1) For DFA funded awards or when the total procurement element during the life of this award is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR 228 in accordance with the following order of preference:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935.

(ii) Application of order of preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph b.(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:

(A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,

(B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

(C) Compelling local political considerations precluded consideration of U.S. sources,

(D) The goods or services were not available from U.S. sources,
or

(E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

(2) When the total procurement element exceeds \$250,000 (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, origin and nationality requirements set forth in 22 CFR 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

c. Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID, in whole or in part, and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (USAID Geographic Code 941), and
- (4) "Special Free World" countries (USAID Geographic Code 899).

d. If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

This provision must be included in all subagreements which include procurement of goods or services which total over \$5,000.

[END OF PROVISION]

10. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (January 2004)

a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:

- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
- (2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity

(Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and

(4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (www.epls.gov/). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (DECEMBER 2003)

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR 208.

[END OF PROVISION]

11. DRUG-FREE WORKPLACE (January 2004)

a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must

(1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

(2) Specify the actions the Recipient shall take against employees for violating that prohibition; and

(3) Let each employee know that, as a condition of employment under any award, he or she

(i) Must abide by the terms of the statement, and

(ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about

(i) The dangers of drug abuse in the workplace;

(ii) Your policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award or the completion date of this award, whichever occurs first.

- d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, and the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within 10 calendar days after the recipient learns of the conviction.
- e. Within 30 calendar days of learning about an employee's conviction, the recipient must either
- (1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, or
 - (2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR 210.

[END OF PROVISION]

12. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (December 2009)

- a. All the requirements of 22 CFR Part 205, Participation By Religious Organizations In USAID Programs, are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in 22 CFR 226. The requirements of 22 CFR 205 apply to both religious and secular organizations.
- b. If the recipient makes subawards under this agreement, faith-based organizations must be eligible to participate on the same basis as other organizations, and must not be discriminated for or against on the basis of their religious character or affiliation.
- c. The recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary. These restrictions do not apply to programs where USAID funds are provided to chaplains to work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.
- d. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting principles.

Sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship are ineligible for acquisition, construction, rehabilitation, or improvements using USAID funds.

e. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported, in whole or in part, by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

f. When the recipient is a religious organization, the recipient

(1) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities, such as worship, religious instruction, or proselytization.

(2) Retains its authority over its internal governance and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(3) Retains its exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1.

(4) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols.

g. The Secretary of State may waive the requirements of this provision in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

[END OF PROVISION]

13. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (March 2002)

The recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/subawards issued under this agreement.

[END OF PROVISION]

14. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 2005)

a. Definitions

Commodities mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and non-deliverable items for recipient's internal use, in administration of the

USAID-funded grant, cooperative agreement, or other agreement or subagreement.

Principal Officer means the most senior officer in a USAID Operating Unit in the field, for example, USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

Programs mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

Projects include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

Subrecipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID subaward, as defined in 22 CFR 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to subrecipients, in direct support of a Development Objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID Web site at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards.

b. Marking of Program Deliverables

(1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's

identity or logo.

(2) The Recipient shall mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the recipient must install a permanent, durable sign, plaque, or other marking.

(3) The Recipient shall mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient shall appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

(5) The Recipient shall mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

(6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

(7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.

(8) The Agreement Officer may require a pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.

(9) Subrecipients. To ensure that the marking requirements "flow down" to subrecipients of subawards, recipients of USAID-funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID-funded subaward, as follows:

"As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's, or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."

(10) Any 'public communications', as defined in 22 CFR 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government."

(11) The Recipient shall provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the Recipient shall submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

c. Implementation of marking requirements

(1) When the grant or cooperative agreement contains an approved Marking Plan, the Recipient shall implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the Recipient shall propose and submit a plan for implementing the requirements of this provision within [**Agreement Officer fill-in**] days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph b. of this provision that the Recipient shall produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

(ii) The type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) When in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

(i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(iii) USAID marking requirements would undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as "by" or "from" a cooperating country ministry or government official;

- (iv) USAID marking requirements would impair the functionality of an item;
 - (v) USAID marking requirements would incur substantial costs or be impractical;
 - (vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;
 - (vii) USAID marking requirements would conflict with international law.
- (4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements of this provision.

d. Waivers

- (1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The Recipient shall submit the request through the Agreement Officer's Technical Representative (AOTR). The Principal Officer is responsible for approvals or disapprovals of waiver requests.
- (2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient's own identity/logo or that of a third party on materials that will be subject to the waiver.
- (3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.
- (4) Approved waivers "flow down" to recipients of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.
- (5) Determinations regarding waiver requests are subject to appeal to the Principal Officer's cognizant Assistant Administrator (AA). The recipient may appeal by submitting a written request to reconsider the Principal Officer's waiver determination to the cognizant AA.

e. Non-retroactivity. The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that

are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

[END OF PROVISION]

15. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

- a. The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.
- b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR 136, except as this may conflict with host government regulations.
- c. Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession, or occupation in the foreign countries to which the individual is assigned.
- d. The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved, and shall recommend to the recipient a course of action with regard to such employee.
- f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- g. If it is determined, either under e. or f. above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

[END OF PROVISION]

16. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

(This provision applies when activities are undertaken outside the United States.)
Upon arrival in the cooperating country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure

the recipient and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

[END OF PROVISION]

17. USE OF POUCH FACILITIES (AUGUST 1992)

(This provision applies when activities are undertaken outside the United States.)

a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

(1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see a.(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to a.(1) and (2) above sent by pouch should be addressed as follows:

Name of individual or organization (followed by letter symbol "G")
City Name of post (USAID/_____)
Agency for International Development
Washington, DC 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

b. The recipient shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

c. Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

[END OF PROVISION]

18. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

(This provision is applicable when costs for international travel or transportation will be paid for with USAID funds. This provision is not applicable if the recipient is providing for travel with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

a. PRIOR BUDGET APPROVAL

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

(1) The trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(ies).

(2) The information noted at a.(1) above is incorporated in: the proposal, the program description or schedule of the award, the implementation plan (initial or revisions), or amendments to the award; and

(3) The costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph a.(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

b. NOTIFICATION

(1) As long as prior budget approval has been met in accordance with paragraph a. above, a separate Notification will not be necessary unless:

(i) The primary purpose of the trip is to work with USAID Mission personnel, or

(ii) The recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID recipients.

(2) Where notification is required in accordance with paragraph b.(1)(i) or (ii) above, the Recipient shall observe the following standards:

(i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.

(ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

(iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.

(iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within five working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the Recipient shall be considered to have met these standards for notification, and may travel.

(v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime recipient may contact USAID on the subrecipient's behalf.

c. SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before travelling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

d. USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

e. THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR 301, and are hereby incorporated by reference into this award.

f. COST PRINCIPLES

The Recipient shall be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to Federally financed and other activities of the grantee.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

g. SUBAWARDS

This provision will be included in all subawards and contracts which require international air travel and transportation under this award.

[END OF PROVISION]

19. OCEAN SHIPMENT OF GOODS (JUNE 1999)

(This provision is applicable for awards and subawards for \$100,000 or more and when goods purchased with funds provided under this award are transported to cooperating countries on ocean vessels whether or not award funds are used for the transportation.)

a. At least 50% of the gross tonnage of all goods purchased under this agreement and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.

b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

c. When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the Office of Acquisition and Assistance, Transportation Division, Washington, DC 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.

d. The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation,
Maritime Administration, Division of National Cargo,
400 7th Street, SW.,
Washington, DC 20590, and

U.S. Agency for International Development,
Office of Acquisition and Assistance
Transportation Division
1300 Pennsylvania Avenue, NW.,
Washington, DC 20523-7900

e. Shipments by voluntary nonprofit relief agencies (for example, PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR 202).

f. Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.

[END OF PROVISION]

20. LOCAL PROCUREMENT (April 1998)

(This provision applies when activities are undertaken outside the United States.)

a. Financing local procurement involves the use of appropriated funds to finance the

procurement of goods and services supplied by local businesses, dealers, or producers, with payment normally being in the currency of the cooperating country.

b. Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:

(1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

(2) Commodities of Geographic Code 935, origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.

(3) Professional Services Contracts estimated not to exceed \$250,000.

(4) Construction Services Contracts estimated not to exceed \$5,000,000.

(5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

- (i) Utilities including fuel for heating and cooking, waste disposal, and trash collection;
- (ii) Communications - telephone, telex, fax, postal and courier services;
- (iii) Rental costs for housing and office space;
- (iv) Petroleum, oils and lubricants for operating vehicles and equipment;
- (v) Newspapers, periodicals and books published in the cooperating country;
- (vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, for example, vehicle maintenance, hotel accommodations, etc.

c. The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.

d. This provision will be included in all subagreements where local procurement of goods or services is a supported element.

[END OF PROVISION]

21. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

[END OF PROVISION]

***22. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER
(OCTOBER 2010)**

APPLICABILITY: *This provision is required in accordance with 2 CFR 25, Award Term for Central Contractor Registration and Universal Identifier. AOs must include this provision in all assistance solicitations and all awards made on or after October 1, 2010.*

CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

a. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently, if required by changes in your information or another award term.

b. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

(1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. Definitions. For purposes of this award term:

(1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at www.ccr.gov).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart C:

- (i) A governmental organization, which is a State, local government, or Indian tribe;
- (ii) A foreign public entity;
- (iii) A domestic or foreign nonprofit organization;
- (iv) A domestic or foreign for-profit organization; and
- (v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

(iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(5) Subrecipient means an entity that:

- (i) Receives a subaward from you under this award; and
- (ii) Is accountable to you for the use of the Federal funds provided by the subaward.

[END OF PROVISION]

***23. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)**

APPLICABILITY: *This provision is required in accordance with 2 CFR 170, Award Term for Reporting Subawards and Executive Compensation. AOs must include this provision in all assistance solicitations and all awards made on or after October 1, 2010.*

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

a. Reporting of first-tier subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment

Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

(i) You must report each obligating action described in paragraph a.(1) of this award term to www.fsrs.gov.

(ii) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

(i) The total Federal funding authorized to date under this award is indicated in the cover letter of this RFA;

(ii) In the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

(i) As part of your registration profile at www.bpn.gov/ccr.

(ii) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

(1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –

(i) In the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:

(i) To the recipient.

(ii) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (for example, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

(1) Entity means all of the following, as defined in 2 CFR 25:

(i) A governmental organization, which is a State, local government, or Indian tribe;

- (ii) A foreign public entity;
 - (iii) A domestic or foreign nonprofit organization;
 - (iv) A domestic or foreign for-profit organization; and
 - (v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- (2) Executive means officers, managing partners, or any other employees in management positions.
- (3) Subaward:
- (i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - (ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A- 133, "Audits of States, Local Governments, and Non- Profit Organizations").
 - (iii) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- (4) Subrecipient means an entity that:
- (i) Receives a subaward from you (the recipient) under this award; and
 - (ii) Is accountable to you for the use of the Federal funds provided by the subaward.
- (5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- (i) Salary and bonus.
 - (ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - (iii) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - (iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - (v) Above-market earnings on deferred compensation which is not tax-qualified.

(vi) Other compensation, if the aggregate value of all such other compensation (for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

[END OF PROVISION]

***24. TRAFFICKING IN PERSONS (OCTOBER 2010)**

APPLICABILITY: *This provision is required in accordance with 2 CFR 175, Award Term for Trafficking in Persons. AOs must include this provision in all new awards. AOs must modify existing awards to include this provision at the earliest practicable opportunity.*

TRAFFICKING IN PERSONS (OCTOBER 2010)

a. Provisions applicable to a recipient that is a private entity.

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We, as the Federal awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a.(1) of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.(1) of this award term through conduct that is either—

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

b. Provisions applicable to a recipient other than a private entity.

(1) We, as the Federal awarding agency, may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(i) Is determined to have violated an applicable prohibition in paragraph a.(1) of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.(1) of this award term through conduct that is either—

(A) Associated with performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

c. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.(1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a.(2) or b. of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a.(1) of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this provision:

(1) “Employee” means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) “Private entity”:

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25(b).

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL RECIPIENTS

1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (April 1998)

APPLICABILITY: *This provision is applicable to educational or nonprofit institutions whose indirect cost rates under this award are on a predetermined basis.*

NEGOTIATED INDIRECT COST RATES - PREDETERMINED (April 1998)

- a. The allowable indirect costs shall be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this award.
- b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed predetermined indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, the proposed predetermined indirect cost rates, and supporting cost data to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates shall begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- d. The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon predetermined rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the specific items treated as direct costs. The indirect cost rate agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of predetermined indirect costs rates for any fiscal year, the recipient shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the USAID Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year or other period are established.

[END OF PROVISION]

2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)

APPLICABILITY: *This provision is applicable to any nonprofit organizations whose indirect cost rates under this award are on a provisional basis.*

NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)

- a. Provisional indirect cost rates shall be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.

- b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- d. The results of each negotiation shall be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)

APPLICABILITY: *This provision applies to for-profit organizations whose indirect cost rates under this award are on a provisional basis.*

NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)

- a. Provisional indirect cost rates shall be established for the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of this award. Indirect cost rates and the appropriate bases shall be established in accordance with FAR Subpart 42.7.
- b. Within six months after the close of the recipient's fiscal year, the recipient shall submit to the cognizant agency for audit the proposed final indirect cost rates and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit three copies of the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience

during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.

c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.

d. The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

e. Pending establishment of final indirect cost rates for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.

f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

4. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

APPLICABILITY: *This provision is applicable when publications are financed under the award.*

PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

a. The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit final documents in electronic format unless no electronic version exists at the following address:

Online (preferred)

dec.usaid.gov/index.cfm?p=docSubmit.home

Mailing address:

Document Acquisitions

USAID Development Experience Clearinghouse (DEC)

8403 Colesville Road, Suite 210

Silver Spring, MD 20910-6368

Contract Information

Telephone (301) 562-0641

Fax (301) 588-7787

E-mail: **docsubmit@dec.cdie.org**

Electronic documents must consist of only one electronic file that comprises the complete and

final equivalent of a hard copy. They may be submitted online (preferred); on 3.5" diskettes, a Zip disk, CD-R, or by e-mail. Electronic documents should be in PDF (Portable Document Format). Submission in other formats is acceptable but discouraged.

Each document submitted should contain essential bibliographic elements, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) strategic objective; and 6) date of publication;:

b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

5. PARTICIPANT TRAINING (April 1998)

APPLICABILITY: *This provision is applicable when any participant training is financed under the award.*

PARTICIPANT TRAINING (April 1998)

a. Definition: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.

b. Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.

c. Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through EGAT/ED/PT.

[END OF PROVISION]

6. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

APPLICABILITY: *This provision is applicable to all awards involving any aspect of voluntary population planning activities.*

**VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS
(JANUARY 2009)**

a. Voluntary Participation and Family Planning Methods:

(1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

(1) A family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental, nongovernmental, or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project shall provide family planning acceptors comprehensible information about the

health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9)

i) The recipient shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5), or (7) of this paragraph.

ii) The recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.

iii) The recipient shall provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(2) The recipient shall ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the recipient shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or, (ii) when a

patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation, the receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

(4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and, (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

e. The recipient shall insert this provision in all subsequent subagreements and contracts involving family planning or population activities that will be supported, in whole or in part, from funds under this award. The term subagreement means subgrants and subcooperative agreements.

[END OF PROVISION]

7. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (April 1998)

APPLICABILITY: *This provision is applicable when human subjects are involved in research financed by the award.*

PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (April 1998)

a. Safeguarding the rights and welfare of human subjects involved in research supported by USAID is the responsibility of the organization to which support is awarded. USAID has adopted the Common Federal Policy for the Protection of Human Subjects, Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID," issued April 19, 1995, as amended. USAID's Cognizant Human Subjects Officer (CHSO) in USAID/W has oversight, guidance, and interpretation responsibility for the Policy.

b. Recipient organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the grant and recipients must provide "assurance", as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the award. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.

c. Since the welfare of the research subject is a matter of concern to USAID as well as to the organization, USAID staff consultants and advisory groups may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the stipulation that the subject's records may be subject to such review.

[END OF PROVISION]

8. CARE OF LABORATORY ANIMALS (MARCH 2004)

APPLICABILITY: *This provision is applicable when laboratory animals are involved in research performed in the U.S. and financed by the award.*

CARE OF LABORATORY ANIMALS (MARCH 2004)

a. Before undertaking performance of any grant involving the use of laboratory animals, the recipient shall register with the Secretary of Agriculture of the United States in accordance with Section 6, Public Law 89-544, Laboratory Animal Welfare Act, August 24, 1966, as amended by Public Law 91-579, Animal Welfare Act of 1970, December 24, 1970. The recipient shall furnish evidence of such registration to the Agreement Officer.

b. The recipient shall acquire animals used in research under this award only from dealers licensed by the Secretary of Agriculture, or from exempted sources in accordance with the Public Laws enumerated in a. above.

c. In the care of any live animals used or intended for use in the performance of this grant, the recipient shall adhere to the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Academy of Sciences - National Research Council (NAS-NRC), and in the United States Department of Agriculture's (USDA) regulations and standards issued under the Public Laws enumerated in a. above. In case of conflict between standards, the higher standard shall be used. The recipient's reports on portions of the award in which animals were used shall contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources, NAS-NRC, and/or in the regulations and standards as promulgated by the

Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of 24 August 1966, as amended (P.L. 89-544 and P.L. 91-579). NOTE: The recipient may request registration of the recipient's facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which the recipient's research facility is located. The location of the appropriate APHIS Regional Office as well as information concerning this program may be obtained by contacting the Senior Staff Office, Animal Care Staff, USDA/APHIS, 4700 River Road, Unit 84, Riverdale, MD 20737-1234 and at www.aphis.usda.gov/animal_welfare/index.shtml.

[END OF PROVISION]

9. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)

APPLICABILITY: *This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the cooperating country government may designate.*

TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)

a. Except as modified by the schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the schedule of this award. All such property shall be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

b. The recipient shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.

c. The recipient shall prepare and establish a program, to be approved by the appropriate USAID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient shall be guided by the following requirements:

(1) Property Control: The property control system shall include but not be limited to the following:

(i) Identification of each item of cooperating country property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."

- (ii) The price of each item of property acquired or furnished under this award.
 - (iii) The location of each item of property acquired or furnished under this award.
 - (iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.
 - (v) A record of disposition of each item acquired or furnished under the award.
 - (vi) Date of order and receipt of any item acquired or furnished under the award.
 - (vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award shall be submitted yearly concurrently with the annual report.
- (2) Maintenance Program: The recipient's maintenance program shall be consistent with sound business practice, the terms of the award, and provide for:
- (i) Disclosure of need for and the performance of preventive maintenance,
 - (ii) Disclosure and reporting of need for capital type rehabilitation, and
 - (iii) Recording of work accomplished under the program:
- (A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.
 - (B) Records of maintenance - The recipient's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.
 - (C) A report of status of maintenance of cooperating country property shall be submitted annually concurrently with the annual report.
- d. Risk of Loss:
- (1) The recipient shall not be liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the recipient shall be responsible for any such loss or damage (including expenses incidental thereto):
 - (i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient's business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;
 - (ii) Which results from a failure on the part of the recipient, due to the willful misconduct or lack

of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) To maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of cooperating country property as required by (i) above; or

(B) To take all reasonable steps to comply with any appropriate written directions of the Agreement Officer under b. above;

(iii) For which the recipient is otherwise responsible under the express terms designated in the schedule of this award;

(vi) Which results from a risk expressly required to be insured under some other provision of this award, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the recipient's liability under any one exception shall not be limited by any other exception.

(2) The recipient shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the cooperating country property, except to the extent that USAID may have required the recipient to carry such insurance under any other provision of this award.

(3) Upon the happening of loss or destruction of or damage to the cooperating country property, the recipient shall notify the Agreement Officer thereof, shall take all reasonable steps to protect the cooperating country property from further damage, separate the damaged and undamaged cooperating country property, put all the cooperating country property in the best possible order, and furnish to the Agreement Officer a statement of:

(i) The lost, destroyed, or damaged cooperating country property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the cooperating country property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(4) The recipient shall make repairs and renovations of the damaged cooperating country property or take such other action as the Agreement Officer directs.

(5) In the event the recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it shall use the proceeds to repair, renovate or replace the cooperating country property involved, or shall credit such proceeds against the cost of the work covered by the award, or shall otherwise reimburse USAID, as directed by the Agreement Officer. The recipient shall do nothing to prejudice USAID's right to recover against third parties for any such loss, destruction, or damage, and

upon the request of the Agreement Officer, shall, at the Government's expense, furnish to USAID all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

e. Access: USAID, and any persons designated by it, shall at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.

f. Final Accounting and Disposition of Cooperating Country Property: Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient shall submit to the Agreement Officer an inventory schedule covering all items of equipment, materials and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this award. The recipient shall also indicate what disposition has been made of such property.

g. Communications: All communications issued pursuant to this provision shall be in writing.

[END OF PROVISION]

10. PUBLIC NOTICES (MARCH 2004)

APPLICABILITY: *This provision is applicable when the cognizant Activity Manager or SO Team determines that the award is of public interest and requests that the provision be included in the award.*

PUBLIC NOTICES (MARCH 2004)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 120 countries worldwide."

The recipient may call on USAID's Bureau for Legislative and Public Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant Technical Officer and to USAID's Bureau for Legislative and Public Affairs as far in advance of release as possible.

[END OF PROVISION]

11. (RESERVED)

12. COST SHARING (MATCHING) (July 2002)

APPLICABILITY: *This provision, along with 22 CFR 226, is applicable when the recipient has agreed or is required to cost share or provide a matching share.*

COST SHARING (MATCHING) (July 2002)

- a. If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period. If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID.
- b. The source, origin and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

[END OF PROVISION]

13. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

APPLICABILITY: *This provision is applicable where performance of the award will take place in "Covered" Countries, as described in ADS 206 (see 206.5.3).*

PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

- a. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.
- b. (1) For any loan over \$1,000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall, or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.
(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate, or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.
- c. (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.
(2) The recipient shall insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

"The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR 140."

[END OF PROVISION]

14. INVESTMENT PROMOTION (NOVEMBER 2003)

APPLICABILITY: *The following clause is required for grants and cooperative agreements when the program includes gray-area activities or investment-related activities where specific activities are not identified at the time of obligation but could be for investment-related activities, as described in ADS 225 (see 225.3.1.8).*

INVESTMENT PROMOTION (NOVEMBER 2003)

- a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.
- b. In the event the recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until advised by USAID that it may do so.
- c. The recipient must ensure that its employees and subrecipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other subagreements entered into hereunder.

[END OF PROVISION]

15. REPORTING OF FOREIGN TAXES (March 2006)

APPLICABILITY: *This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of \$500.*

REPORTING OF FOREIGN TAXES (March 2006)

- a. The recipient must annually submit a report by April 16 of the next year.
- b. Contents of Report. The report must contain:
 - (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and e-mail.
 - (iii) Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.

(vii) Report is required even if the recipient did not pay any taxes during the report period.

(viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

c. Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d. Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or FM/CMP as appropriate. See b. above] [optional with a copy to].

e. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

f. For further information see www.usaid.gov/policy/ads/300/302mac.pdf.

[END OF PROVISION]

16. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (January 2002)

APPLICABILITY: *Include this provision in agreements funded from the following accounts:*

- *Development Assistance, including assistance for sub-Saharan Africa,*
- *Child Survival and Disease Programs Fund, and*
- *Micro and Small Enterprise Development Program Account.*

FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (January 2002)

Funds in this agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization,

except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the Agreement Officer. These provisions also must be included in the Standard Provisions of any new grant or cooperative agreement to a public international organization or a U.S. or non-U.S. nongovernmental organization financed with FY04 HIV/AIDS funds or modification to an existing grant or cooperative agreement that adds FY04 HIV/AIDS.

[END OF PROVISION]

17. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)

APPLICABILITY: *This provision must be included in any Request for Application (RFA) or Annual Program Statement (APS) that could lead to a grant or cooperative agreement for activities related to human trafficking funded from any year program resources.*

ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. Foreign organizations, whether prime or subrecipients, that receive U.S. Government funds to fight trafficking in persons cannot promote, support or advocate the legalization or practice of prostitution when they are engaged in overseas activities. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

[END OF PROVISION]

18. PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)

APPLICABILITY: *This provision must be included in any grant or cooperative agreement that uses funds made available for activities related to human trafficking funded from any year program resources.*

PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)

a. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

b. [This subsection b. only applies to foreign nongovernmental organizations and Public International Organizations receiving U.S. Government funds to carry out programs that target victims of severe forms of trafficking as either prime awardees or subawardees.]

(1) For programs that target victims of severe forms of trafficking, as a condition of entering into this agreement or subagreement, the recipient/subrecipient agrees that in its activities outside of the United States and its possessions it does not promote, support, or advocate the legalization or practice of prostitution. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

(2) The following definitions apply for purposes of this clause:

FOREIGN NONGOVERNMENTAL ORGANIZATION – The term “foreign nongovernmental organization” means an entity that is not organized under the laws of any State of the United States, the District of Columbia, or the Commonwealth of Puerto Rico.

SEVERE FORMS OF TRAFFICKING IN PERSONS. -- The term “severe forms of trafficking in persons” means—

(A) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(B) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(C) The recipient shall insert this provision in all sub-agreements under this award.

(D) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination, in whole or in part, of the agreement by USAID prior to the end of its term.

[END OF STANDARD PROVISION]

19. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

APPLICABILITY: *This provision must be included in any agreement financing HIV/AIDS activities.*

ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

An organization that is otherwise eligible to receive funds under this agreement to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multisectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

[END OF PROVISION]

20. CONDOMS (JUNE 2005)

APPLICABILITY: *This provision must be included in any agreement financing HIV/AIDS activities.*

CONDOMS (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms". This fact sheet may be accessed at:

www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.htm

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[END OF PROVISION]

21. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)

APPLICABILITY: *This provision must be included in any agreement financing HIV/AIDS activities.*

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)

a. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

b. Except as noted in the second sentence of this paragraph, as a condition of entering into this agreement or any subagreement, a nongovernmental organization or public international organization recipient/subrecipient must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

c. The following definition applies for purposes of this provision:
Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

d. The recipient shall insert this provision, which is a standard provision, in all subagreements.

e. This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

[END OF PROVISION]

22. USAID Disability Policy - Assistance (December 2004)

APPLICABILITY: *This provision must be included in Request for Applications (RFAs), and in awards.*

USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following Web site: pdf.usaid.gov/pdf_docs/PDABQ631.pdf

b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

[END OF PROVISION]

23. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (September 2004)

APPLICABILITY: *This provision must be included in Request for Applications (RFAs) and in awards involving construction.*

STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (September 2004)

a. One of the objectives of the USAID Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following Web site: pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

b. USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

c. The Recipient shall comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional

standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.

d. New Construction. All new construction will comply with the above standards for accessibility.

e. Alterations. Changes to an existing structure that affect the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

f. Exceptions. The following construction related activities are excepted from the requirements of paragraphs a. through d. above:

(1) Normal maintenance, reroofing, painting or wall papering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and

(2) Emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

[END OF PROVISION]

[END OF STANDARD PROVISIONS for U.S.]

I. MANDATORY STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL RECIPIENTS

1. ALLOWABLE COSTS (OCTOBER 1998)

a. The recipient shall be reimbursed for costs incurred in carrying out the purposes of this award which are determined by the Agreement Officer to be reasonable, allocable, and allowable in accordance with the terms of this award and the applicable* cost principles in effect on the date of this award. The recipient may obtain a copy from the Agreement Officer. Brief definitions of what may be considered as reasonable, allocable, and allowable costs are provided below, however, it is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable set of Cost Principles.

(1) Reasonable. Shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

(2) Allocable Costs. Shall mean those costs which are incurred specifically for the award.

(3) Allowable Costs. Shall mean those costs which conform to any limitations in the award.

b. Prior to incurring a questionable or unique cost, the recipient shall obtain the Agreement Officer's written determination on whether the cost will be allowable.

c. It is USAID policy that no funds shall be paid as profit or fee to a recipient under this agreement or any subrecipient. This restriction does not apply to contractual relationships under this agreement.

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*NOTE: For educational institutions use OMB Circular A-21; for all other non-profit organizations use OMB Circular A-122; and for profit making firms use Federal Acquisition Regulation 31.2 and USAID Acquisition Regulation 731.2.

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[END OF PROVISION]

2. ACCOUNTING, AUDIT, AND RECORDS (OCTOBER 1998)

a. The recipient shall maintain financial records, supporting documents, statistical records and all other records pertinent to the award in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantiate charges to this award. Accounting records that are supported by documentation will, at a minimum, be adequate to show all costs incurred under the award, receipt, and use of goods and services acquired under the award, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the recipient records and subrecipient records which pertain to this award shall be retained for a period of three years from the date of submission of the final expenditure report and may be audited by USAID and/or its representatives.

b. Foreign for-profit and nonprofit organizations that expend \$300,000 or more per their fiscal year in "USAID awards" as recipients or subrecipients of USAID grants or cooperative agreements, or as cost reimbursable subcontractors of USAID grants or cooperative agreements, shall have an annual audit conducted in accordance with the "Guidelines for

Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General.

c. Foreign for-profit and nonprofit organizations expending less than \$300,000 per their fiscal year under USAID cost-reimbursable contracts, grants, cooperative agreements, or agreements with host governments shall be exempt from the above financial audit requirements, but are subject to the requirement to make records available upon request for review by USAID officials or their designees.

d. USAID shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds regardless of the audit requirement.

e. Foreign organizations that provide USAID resources to other organizations to carry out the USAID program and activities shall be responsible for monitoring their subcontractors or subgrantees. Allowable costs for limited scope subrecipient audits charged to USAID funds shall be limited to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort; earmarking; and reporting.

f. The audit report shall be submitted to USAID within 30 days after completion of the audit; the audit shall be completed, and the report submitted, not later than nine months after the close of the recipient's fiscal year. The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. No audit costs may be charged to this award if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.

g. This provision in its entirety shall be incorporated into all subawards with non-U.S. organizations which meet the \$300,000 threshold as described at paragraph b. of this provision. Subawards to non-U.S. organizations which are for more than \$10,000 but do not meet the \$300,000 threshold shall, at a minimum, incorporate paragraph d. of this provision. Subawards of grants and cooperative agreements made to U.S. organizations shall state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.

[END OF PROVISION]

3. PAYMENT ADVANCES AND REFUNDS (OCTOBER 1998)

a. Recipients shall maintain advances of USAID funds in interest bearing accounts, unless:

- (1) The recipient receives less than \$120,000 in U.S. Government (USG) awards per year;
- (2) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on U.S. Government cash balances; or
- (3) The depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.

b. Interest earned on advances will be remitted to USAID. However, the recipient may retain up to \$250 of interest earnings per account per year, for administrative expenses.

c. At the time the award expires or is terminated, the following types of funds shall immediately revert to USAID:

(1) USAID has obligated funds to the award, but has not disbursed them to the recipient; or

(2) USAID has advanced funds to the recipient, but the recipient has not expended them.

Notwithstanding c.(1) and c.(2) above, funds which the recipient has obligated in legally binding transactions applicable to this award will not revert to USAID.

d. USAID reserves the right to require refund by the recipient of any amount which the recipient did not spend in accordance with the terms and conditions of this award. In the event that a final audit has not been performed prior to the closeout of this award, USAID retains the right to a refund until all claims which may result from the final audit have been resolved between USAID and the recipient.

[END OF PROVISION]

4. REVISION OF AWARD BUDGET (OCTOBER 1998)

a. The approved award budget is the financial expression of the recipient's program as approved during the award process.

b. The recipient is required to report deviations from budget and program plans, and request prior approvals from the Agreement Officer for any of the following reasons:

(1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.

(2) To change a key person where specified in the award, or allow a 25% reduction in time devoted to the project.

(3) Additional funding is needed.

(4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.

(5) The inclusion of costs that require prior approval in accordance with the applicable set of Cost Principles.

(6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.

(7) The recipient intends to contract or subaward any of the work under this award, and such contracts or subawards were not included in the approved award budget.

c. If specified in the Schedule of the award, the recipient may be further restricted from transferring funds among cost categories. Such a restriction would require the recipient to get the prior approval of the Agreement Officer before making budget shifts which expect to exceed 10% of the total budget.

d. USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under the award. If the total obligated amount under the award has been increased, the Agreement Officer will notify the recipient in writing of the increase and specify the new total obligated award amount.

[END OF PROVISION]

5. TERMINATION AND SUSPENSION (OCTOBER 1998)

a. The Agreement Officer may terminate this award at any time, in whole or in part, upon

written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.

b. This award may be terminated at any time, in whole or in part, by the Agreement Officer with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from the Agreement Officer to the recipient.

c. This award may be terminated at any time, in whole or in part, by the recipient upon sending written notification to the Agreement Officer with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if USAID determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, USAID may terminate the award in its entirety in accordance with paragraphs a. or b. above.

d. If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID may, following notice to the recipient, suspend or terminate this award, in whole or part, and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.

e. Termination and Suspension Procedures. Upon receipt of, and in accordance with a termination notice as specified above, the recipient shall take immediate action to minimize all expenditures and obligations financed by this award and shall cancel such unliquidated obligations whenever possible. Except as provided below, the recipient shall not incur costs after the effective date of termination.

The recipient shall within 30 calendar days after the effective date of such termination repay to the U.S. Government all unexpended USAID funds which are not otherwise obligated by a legally binding transaction applicable to this award. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in the legally binding transaction, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Agreement Officer shall determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the applicable Cost Principles. This provision must be included in all subagreements.

[END OF PROVISION]

6. DISPUTES (OCTOBER 1998)

a. Any dispute under this award shall be decided by the USAID Agreement Officer. The Agreement Officer shall furnish the recipient a written copy of the decision.

b. Decisions of the USAID Agreement Officer shall be final unless, within 30 days of receipt of the decision of the Agreement Officer, the recipient appeals the decision to USAID's Assistance Executive. Any appeal made under this provision shall be in writing and addressed to the Assistance Executive, U.S. Agency for International Development, Office of Procurement, 1300 Pennsylvania Ave, NW., Washington, DC 20523. A copy of the appeal shall be concurrently furnished to the Agreement Officer.

c. In order to facilitate review on the record by the Assistance Executive, the recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

d. A decision under this provision by the Assistance Executive shall be final.

[END OF PROVISION]

7. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2004)

a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:

(1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;

(2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

(3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and

(4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (www.epls.gov/). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (DECEMBER 2003)

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR 208.

[END OF PROVISION]

9. DRUG-FREE WORKPLACE (JANUARY 2004)

a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must

(1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

(2) Specify the actions the Recipient shall take against employees for violating that prohibition; and

(3) Let each employee know that, as a condition of employment under any award, he or she

(i) Must abide by the terms of the statement, and

(ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) Your policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance programs; and

(4) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.

d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.

e. Within 30 calendar days of learning about an employee's conviction, the recipient must either
(1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, or

(2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation

program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR 210.

[END OF PROVISION]

10. NONLIABILITY (NOVEMBER 1985)

USAID does not assume liability for any third party claims for damages arising out of this award.

[END OF PROVISION]

11. AMENDMENT (OCTOBER 1998)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters or forms between the Agreement Officer and an appropriate official of the recipient.

[END OF PROVISION]

12. NOTICES (OCTOBER 1998)

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person or mailed as follows:

- (1) To the USAID Agreement Officer and Agreement Officer's Technical Representative (AOTR), at the addresses specified in the award; and
- (2) To recipient, at recipient's address shown in the award, or to such other address designated within the award.

Notices shall be effective when delivered in accordance with this provision, or on effective date of the notice, whichever is later.

[END OF PROVISION]

13. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

[END OF PROVISION]

14. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (December 2009)

a. All the requirements of 22 CFR 205, Participation By Religious Organizations In USAID Programs, are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in 22 CFR 226. The requirements of 22 CFR 205 apply to both religious and secular organizations.

b. If the recipient makes subawards under this agreement, faith-based organizations must be eligible to participate on the same basis as other organizations, and must not be discriminated for or against on the basis of their religious character or affiliation.

c. The recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary. These restrictions do not apply to programs where USAID funds are provided to chaplains to work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.

d. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting principles. Sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship are ineligible for acquisition, construction, rehabilitation, or improvements using USAID funds.

e. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported, in whole or in part, by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

f. When the recipient is a religious organization, the recipient

(1) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities, such as worship, religious instruction, or proselytization.

(2) Retains its authority over its internal governance and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(3) Retains its exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1.

(4) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols.

g. The Secretary of State may waive the requirements of this provision in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

[END OF PROVISION]

15. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002)

The recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/subawards issued under this agreement

[END OF PROVISION]

16. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005)

a. Definitions

Commodities mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and nondeliverable items for recipient's internal use, in administration of the USAID-funded grant, cooperative agreement, or other agreement or subagreement.

Principal Officer means the most senior officer in a USAID Operating Unit in the field, for example, USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For nonpresence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the nonpresence country, or in the absence of such a responsible Operating Unit, the Principal U.S Diplomatic Officer in the nonpresence country exercising delegated authority from USAID.

Programs mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

Projects include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID-funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences, and so forth.

Subrecipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID subaward, as defined in 22 CFR 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign

assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to subrecipients, in direct support of a Development Objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID Web site at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards.

b. Marking of Program Deliverables

- (1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.
- (2) The Recipient shall mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the recipient must install a permanent, durable sign, plaque or other marking.
- (3) The Recipient shall mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.
- (4) The Recipient shall appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.
- (5) The Recipient shall mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.
- (6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

(7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.

(8) The Agreement Officer may require a preproduction review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.

(9) Subrecipients. To ensure that the marking requirements “flow down” to subrecipients of subawards, recipients of USAID-funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID-funded subaward, as follows:

“As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s, or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”

(10) Any ‘public communications’, as defined in 22 CFR 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

“This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government.”

(11) The Recipient shall provide the Agreement Officer’s Technical Representative (AOTR) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the Recipient shall submit one electronic or one hard copy of all final documents to USAID’s Development Experience Clearinghouse.

c. Implementation of Marking Requirements

(1) When the grant or cooperative agreement contains an approved Marking Plan, the Recipient shall implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the Recipient shall propose and submit a plan for implementing the requirements of this provision within [Agreement Officer fill-in] days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph (b) of this provision that the Recipient shall produce as a part of the grant or cooperative agreement, and which will visibly bear the USAID Identity.

(ii) The type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) When in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking.

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

(i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(iii) USAID marking requirements would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official;

(iv) USAID marking requirements would impair the functionality of an item;

(v) USAID marking requirements would incur substantial costs or be impractical;

(vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;

(vii) USAID marking requirements would conflict with international law.

(4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements of this provision.

d. Waivers

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The Recipient shall submit the request through the Agreement Officer’s Technical Representative (AOTR). The Principal Officer is responsible for approvals or disapprovals of waiver requests.

(2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient’s own identity/logo or that of a third party on materials that will be subject to the waiver.

(3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

(4) Approved waivers “flow down” to recipients of subawards, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer’s cognizant Assistant Administrator (AA). The recipient may appeal by submitting a written request to reconsider the Principal Officer’s waiver determination to the cognizant AA.

e. Non-retroactivity

The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

[END OF PROVISION]

17. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

[END OF PROVISION]

***18. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)**

APPLICABILITY: This provision is required in accordance with 2 CFR 25, Award Term for Central Contractor Registration and Universal Identifier. AOs must include this provision in all assistance solicitations and all awards made on or after October 1, 2010.

CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

a. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently, if required by changes in your information or another award term.

b. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

(1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. Definitions. For purposes of this award term:

(1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at www.ccr.gov/).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart C:

- (i) A governmental organization, which is a State, local government, or Indian tribe;
- (ii) A foreign public entity;
- (iii) A domestic or foreign nonprofit organization;
- (iv) A domestic or foreign for-profit organization; and
- (v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:

- (i) This term means a legal instrument to provide support for the performance of any portion of

the substantive project or program for which you received this award and that you, as the recipient, award to an eligible subrecipient.

(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

(iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(5) Subrecipient means an entity that:

- (i) Receives a subaward from you under this award; and
- (ii) Is accountable to you for the use of the Federal funds provided by the subaward.

[END OF PROVISION]

***19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)**

APPLICABILITY: This provision is required in accordance with 2 CFR 170, Award Term for Reporting Subawards and Executive Compensation. AOs must include this provision in all assistance solicitations and all awards made on or after October 1, 2010.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

a. Reporting of First-Tier Subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

(i) You must report each obligating action described in paragraph a.(1) of this award term to www.fsrs.gov.

(ii) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

(i) The total Federal funding authorized to date under this award is mentioned in the Cover Letter of this RFA;

(ii) In the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

(i) As part of your registration profile at www.ccr.gov/.

(ii) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

(1) Applicability and what to report. Unless you are exempt, as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –

(i) In the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and

Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:

(i) To the recipient.

(ii) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (for example, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

(1) Entity means all of the following, as defined in 2 CFR 25:

(i) A governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization;

(v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(2) Executive means officers, managing partners, or any other employees in management positions.

(3) Subaward:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A- 133, "Audits of States, Local Governments, and Non-Profit Organizations").

(iii) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(4) Subrecipient means an entity that:

- (i) Receives a subaward from you (the recipient) under this award; and
- (ii) Is accountable to you for the use of the Federal funds provided by the subaward.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (i) Salary and bonus.
- (ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (iii) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v) Above-market earnings on deferred compensation which is not tax-qualified.
- (vi) Other compensation, if the aggregate value of all such other compensation (for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

[END OF PROVISION]

***20. TRAFFICKING IN PERSONS (OCTOBER 2010)**

APPLICABILITY: This provision is required in accordance with 2 CFR 175, Award Term for Trafficking in Persons. AOs must include this provision in all new awards. AOs must modify existing awards to include this provision at the earliest practicable opportunity.

TRAFFICKING IN PERSONS (OCTOBER 2010)

a. Provisions applicable to a recipient that is a private entity.

- (1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procure a commercial sex act during the period of time that the award is in effect; or
 - (iii) Use forced labor in the performance of the award or subawards under the award.

(2) We, as the Federal awarding Agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a. (1) of this award term; or

(ii) Has an employee who is determined by the Agency official authorized to terminate the award to have violated a prohibition in paragraph a. (1) of this award term through conduct that is either—

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

b. Provisions applicable to a recipient other than a private entity.

(1) We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(i) Is determined to have violated an applicable prohibition in paragraph a. (1) of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. (1) of this award term through conduct that is either—

(A) Associated with performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

c. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. (1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a. (2) or b. of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a. (1) of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this provision:

(1) "Employee" means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25(b).

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

[END OF PROVISION]

21. PROHIBITION AGAINST DISCRIMINATION (Oct 2011)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including

pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee.

Recipients must comply with the requirements of the first paragraph of this provision and in addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases.

[END OF MANDATORY PROVISIONS]

II. REQUIRED, AS APPLICABLE, STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL RECIPIENTS

1. PAYMENT – ADVANCE (OCTOBER 1998)

APPLICABILITY: This provision is applicable when the recipient's accounting and financial management systems conform to the standards for funds control and accountability required under: the standard provision of this agreement entitled "Accounting, Audit, and Records", ADS Chapter 303.5.9 and 22 CFR 226.20 through 226.22.

PAYMENT – ADVANCE (OCTOBER 1998)

a. In accordance with the Standard Provision entitled "Payment Advances and Refund": USAID funds shall not be commingled with other recipient owned or controlled funds; the recipient shall deposit all USAID cash advances in a separate bank account and shall make all disbursements for goods and services from this account.

b. Advances shall be limited to the minimum amounts needed to meet current disbursement needs (generally 30 days) and shall be scheduled so that the funds are available to the grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Advances made by the recipient to subrecipients or the recipient's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by USAID to the recipient.

c. Procedures. After receipt of the initial advance, the recipient shall submit a Standard Form 1034 for each upcoming month (30-day period), with the statement "Request for Advance" printed at the top of the form. The recipient may submit a set of these forms on a quarterly basis (i.e. submission of three SF 1034s, one for each month in the upcoming quarter). At the end of each quarter the recipient shall submit a SF 1034 (marked "Liquidation of Advances") to liquidate the advances of the previous quarter. The recipient may submit a new set of SF 1034s ("Request for Advance") once the "Liquidation of Advances" has been submitted. Each SF 1034 shall be identified by the appropriate award number.

[END OF PROVISION]

2. PAYMENT – REIMBURSEMENT (MAY 1986)

APPLICABILITY: This provision is applicable to grants for construction or to awards where the recipient does not meet the conditions for periodic advance payment.

PAYMENT – REIMBURSEMENT (MAY 1986)

a. The recipient shall submit to the USAID Controller, noted in the Schedule of the award, an original and two copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal" and SF 1034A, Continuation of SF 1034, on a monthly basis and in no event no later than on a quarterly basis. Each voucher shall be identified by the award number and shall state the total costs for which reimbursement is being requested.

b. Copies of SF 1034 and 1034A may be obtained from the Controller.

[END OF PROVISION]

3. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

APPLICABILITY: This provision is applicable when costs for international travel or transportation will be funded by USAID. This provision is not applicable if the recipient is providing for travel with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.

INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

a. PRIOR BUDGET APPROVAL

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

- (1) The trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).
- (2) The information noted at a.(1) above is incorporated in: the proposal, the program description or schedule of the award, the annual implementation plan (initial or revisions), or amendments to the award; and
- (3) The costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph a.(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

b. NOTIFICATION

(1) As long as prior budget approval has been met in accordance with paragraph a. above, a separate Notification will not be necessary unless:

- (i) The primary purpose of the trip is to work with USAID Mission personnel, or
- (ii) The recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the Recipient shall observe the following standards:

- (i) Send a written notice to the USAID Agreement Officer's Technical Representative (AOTR) in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W AOTR to forward the notice to the field.
- (ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

(iii) The notification shall contain the following information: the award number, the AOTR, the traveler's name (if known), date of arrival, and the purpose of the trip.

(iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the AOTR in the Mission to contact the recipient within five working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the Recipient shall be considered to have met these standards for notification, and may travel.

(v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the AOTR directly, or the prime recipient may contact USAID on the subrecipient's behalf.

c. SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before traveling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the U.S. Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

d. USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

e. THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR 301, and are hereby incorporated by reference into this award.

f. COST PRINCIPLES

The Recipient shall be reimbursed for travel and the reasonable cost of subsistence, post differentials, and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the recipient.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

g. SUBAWARDS

This provision will be included in all subawards and contracts which require international air travel and transportation under this award.

[END OF PROVISION]

4. OCEAN SHIPMENT OF GOODS (JUNE 1999)

APPLICABILITY: This provision is applicable for awards and subawards for \$100,000 or more and when goods purchased with funds provided under this award are transported to cooperating countries on ocean vessels whether or not award funds are used for the transportation.

OCEAN SHIPMENT OF GOODS (JUNE 1999)

a. At least 50% of the gross tonnage of all goods purchased under this award and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates.

b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this award and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

c. When U.S. flag vessels are not available, or their use would result in a significant delay, the recipient may request a determination of non-availability from the USAID, Office of Procurement, Transportation and Commodities Division, 1300 Pennsylvania Avenue, NW., Washington, DC 20523, giving the basis for the request which will relieve the recipient of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this award.

d. The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation,
Maritime Administration, Division of National Cargo,
400 7th Street, SW.,
Washington, DC 20590, and

U.S. Agency for International Development,
Office of Procurement, Transportation Division
1300 Pennsylvania Avenue, NW.,
Washington, DC 20523-7900

e. Shipments by voluntary nonprofit relief agencies (for example, PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR 202).

f. Shipments financed under this award must meet applicable eligibility requirements set out in 22 CFR 228.21.

g. This provision will be included in all subagreements which will finance goods to be shipped on ocean vessels.

[END OF PROVISION]

5. PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

APPLICABILITY: This provision is applicable when the procurement element of an award is over \$10,000.

PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

The recipient may use its own procurement policies and practices for the procurement of goods and services under this award, provided they conform to all of USAID's requirements listed below and the standard provision entitled "USAID Eligibility Rules For Goods and Services".

a. General Requirements:

(1) The recipient shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

(2) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the recipient, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfill in order to be evaluated by the recipient. Any and all offers may be rejected when it is in the recipient's interest to do so.

(3) All recipients shall establish written procurement procedures. These procedures shall provide, at a minimum, that:

(i) Recipients avoid purchasing unnecessary items,

(ii) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement, and

(iii) Solicitations for goods and services provide for all of the following:

(A) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.

(B) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(C) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

(D) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.

(E) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(F) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

(iv) Positive efforts shall be made by the recipients to utilize U.S. small business, minority-owned firms, and women's business enterprises, whenever possible. Recipients of USAID awards shall take all of the following steps to further this goal:

(A) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under the award, the recipient shall to the maximum extent possible provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU/MRC), USAID, Washington, DC 20523, at least 45 days prior to placing any order or contract in excess of \$100,000:

- (a) Brief general description and quantity of goods or services;
- (b) Closing date for receiving quotations, proposals, or bids; and
- (c) Address where solicitations or specifications can be obtained.

(B) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(C) Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.

(D) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

(v) The type of procurement instruments used (for example, fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts), shall be determined by the recipient but, shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

(vi) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Contracts shall not be made with firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with copy of this list upon request.

(vii) Recipients shall, on request, make available for USAID, preaward review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply:

(A) A recipient's procurement procedures or operation fails to comply with the procurement standards in this part, and

(B) The procurement is expected to exceed \$10,000.

(viii) The recipient shall document some form of price or cost analysis in its procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, and market prices, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

(ix) Procurement records and files for purchases in excess of the recipient's own small purchase threshold shall include the following at a minimum:

(A) Basis for contractor selection;

(B) Justification for lack of competition when competitive bids or offers are not obtained, and;

(C) Basis for award cost or price.

(x) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions, and specifications of the contract and to ensure adequate and timely follow up of all purchases. Recipients shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.

b. The recipient shall include, in addition to provisions to define a sound and complete contract, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

(1) Contracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(2) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient, including the manner by which termination will be effected and the basis for

settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(3) All negotiated contracts (except those for less than the recipient's small purchase threshold) awarded by the recipient shall include a provision to the effect that the recipient, USAID, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

(4) In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient shall observe generally accepted bonding requirements.

(5) Contracts, the principal purpose of which is to create, develop, or improve products, processes, or methods; or for exploration into fields that directly concern public health, safety, or welfare; or contracts in the fields of science or technology in which there has been little significant experience outside of work funded by the U.S. Government (USG), shall contain a notice to the effect that matters regarding rights to inventions, intellectual property, and materials generated under the contract are subject to the regulations included in these grant provisions. The contractor shall be advised as to the source of additional information regarding these matters.

[END OF PROVISION]

6. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (SEPTEMBER 1998)

APPLICABILITY: This provision is applicable when the costs for goods or services will be paid for with USAID funds. This provision is not applicable if the recipient is providing for the goods or services with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.

USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (SEPTEMBER 1998)

a. Ineligible and Restricted Goods and Services: USAID's policies on ineligible and restricted goods and services are contained in ADS Chapter 312.

(1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firm or individual whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with this list upon request.

(3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) The item is of U.S. source/origin;
- (ii) The item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
- (iii) The costs related to the item are incorporated in the approved budget of the award. Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

b. Source, Origin and Nationality: The eligibility rules for goods and services based on source, origin, and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000 and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (for example, equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety. A copy will be provided upon request.

(1) For DFA funded awards or when the total procurement element during the life of the award is valued at \$250,000 or less, the following rules apply:

- (i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services

must meet the source, origin and nationality requirements set forth in 22 CFR 228 in accordance with the following order of preference:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935.

(ii) Application of Order of Preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph b.(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the recipient's documentation:

- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (C) Compelling local political considerations precluded consideration of U.S. sources,
- (D) The goods or services were not available from U.S. sources, or
- (E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

(2) When the total procurement element exceeds \$250,000, (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, (including origin) and nationality requirements set forth in 22 CFR 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

c. Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID, in whole or in part, and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources in order of preference:

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (USAID Geographic Code 941), and
- (4) "Special Free World" countries (USAID Geographic Code 899).

d. If USAID determines that the recipient has procured any of these specific restricted goods under this award without the prior written authorization of the Agreement Officer, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

e. This provision will be included in all subagreements which include procurement of goods or services which total over \$5,000.

[END OF PROVISION]

7. SUBAGREEMENTS (OCTOBER 1998)

APPLICABILITY: This provision is applicable when subgrants or cooperative agreements are financed under the award.)

SUBAGREEMENTS (OCTOBER 1998)

a. Subawards shall be made only with responsible recipients who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Awards shall not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with a copy of this list upon request.

b. All subagreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this award. Whenever a provision within this award is required to be inserted in a subagreement, the recipient shall insert a statement in the subagreement that in all instances where USAID is mentioned, the recipient's name will be substituted. If subagreements are being made to U.S. organizations, a suggested subaward format incorporating 22 CFR 226 and standard provisions will be provided.

[END OF PROVISION]

8. LOCAL PROCUREMENT (OCTOBER 1998)

APPLICABILITY: This provision is applicable when goods or services are procured under the award.

LOCAL PROCUREMENT (OCTOBER 1998)

a. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers, or producers, with payment normally being in the currency of the cooperating country. Regardless of which source, origin, and nationality rules in paragraph b. of the provision entitled "USAID Eligibility Rules for Goods and Services" apply, these rules may be followed for local procurement. Rules on Ineligible and Restricted goods continue to apply.

b. Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in the standard provision "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:

(1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

(2) Commodities of Geographic Code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.

(3) Professional services contracts estimated not to exceed \$250,000.

(4) Construction services contracts estimated not to exceed \$5,000,000.

(5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

(i) Utilities including fuel for heating and cooking, waste disposal, and trash collection;

(ii) Communications - telephone, telex, fax, postal and courier services;

(iii) Rental costs for housing and office space;

(iv) Petroleum, oils, and lubricants for operating vehicles and equipment;

(v) Newspapers, periodicals, and books published in the cooperating country;

(vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, for example, vehicle maintenance, hotel accommodations, etc.

c. The coverage on ineligible and restricted goods and services in the standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.

d. This provision will be included in all subagreements where local procurement of goods or services will be financed with USAID funds.

[END OF PROVISION]

9. PATENT RIGHTS (JUNE 1993)

APPLICABILITY: This provision is applicable whenever patentable processes or practices are financed by the award.

PATENT RIGHTS (JUNE 1993)

a. Definitions:

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(2) "Subject invention" means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement.

(3) "Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and

that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(4) "Made" (when used in relation to any invention) means the conception or first actual reduction to practice of such invention.

(5) "Small business firm" means a small business concern which meets the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively.

(6) "Nonprofit organization" means a university or other institution of higher education, or an organization which is not organized for profit, as described in the laws of the country in which it was organized.

b. Allocation of Principal Rights. The recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the recipient retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world.

c. Invention Disclosure, Election of Title, and Filing of Patent Applications by Recipient.

(1) The recipient shall disclose each subject invention to USAID within two months after the inventor discloses it in writing to recipient personnel responsible for patent matters. The disclosure to USAID shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to USAID the recipient shall promptly notify USAID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the recipient.

(2) The recipient shall elect in writing whether or not to retain title to any such invention by notifying USAID within two years of disclosure to USAID. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by USAID to a date that is no more than 60 days prior to the end of the statutory period.

(3) The recipient shall file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The recipient shall file patent applications in additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to USAID, election, and filing may, at the discretion of USAID, be granted.

d. Conditions When the Government May Obtain Title. The recipient shall convey to USAID, upon written request, title to any subject invention:

(1) If the recipient fails to disclose or elect the subject invention within the times specified in c. above, or elects not to retain title, USAID may only request title within sixty days after learning of the recipient's failure to report or elect within the specified times.

(2) In those countries in which the recipient fails to file patent applications within the times specified in c. above; provided, however, that if the recipient has filed a patent application in a country after the times specified in c. above, but prior to its receipt of the written request of USAID the recipient shall continue to retain title in that country.

(3) In any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on a patent on a subject invention.

e. Minimum Rights to Recipient:

(1) The recipient shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the recipient fails to disclose the subject invention within the times specified in c. above. The recipient's license extends to its subsidiaries and affiliates, if any, within the corporate structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of USAID except when transferred to the successor of that party of the recipient's business to which the invention pertains.

(2) The recipient's license may be revoked or modified by USAID to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the 37 CFR 404 and Agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of USAID to the extent the recipient, its licensees, or its subsidiaries or affiliates have failed to achieve practical application.

(3) Before revocation or modification of the license, USAID will furnish the recipient written notice of its intention to revoke or modify the license, and the recipient shall be allowed thirty days (or such other time as may be authorized by USAID for good cause shown by the recipient) after the notice to show cause why the license should not be revoked or modified. The recipient has the right to appeal, in accordance with applicable regulations in 37 CFR 404 and Agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Recipient Action to Protect the Government's Interest:

(1) The recipient agrees to execute or to have executed and promptly deliver to USAID all instruments necessary to (i) establish or conform the rights the Government has throughout the world in those subject inventions to which the recipient elects to retain title, and (ii) convey title to USAID when requested under paragraph d. above, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the grantee each subject invention made under agreement in order that the recipient can comply with the disclosure provisions of paragraph c. above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by c.(1) above. The recipient shall instruct such employees through employee agreements, or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The recipient shall notify USAID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The recipient agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the agreement awarded by USAID). The Government has certain rights in this invention."

g. Subagreements and Contracts: The recipient shall include this standard provision suitably modified to identify the parties, in all subagreements and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subrecipient or contractor shall retain all rights provided for the recipient in this standard provision, and the recipient shall not, as part of the consideration for awarding the contract or subagreement, obtain rights in the contractor's or subrecipient's subject inventions.

h. Reporting Utilization of Subject Inventions: The recipient agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the grantee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the grantee, and such other data and information as USAID may reasonably specify. The recipient also agrees to provide additional reports as may be requested by USAID in connection with any march-in proceedings undertaken by USAID in accordance with paragraph j. of this provision. As required by 35 U.S.C. 202(c)(5), USAID agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

i. Preference for United States Industry: Notwithstanding any other provision of this clause, the recipient agrees that neither it, nor any assignee, will grant to any person the exclusive right to

use or sell any subject invention in the United States, unless such person agrees that any products embodying the subject invention shall be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by USAID upon a showing by the recipient or its assignee that reasonable, but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances manufacture in the United States is not commercially feasible.

j. March-in Rights: The recipient agrees that with respect to any subject invention in which it has acquired title, USAID has the right, in accordance with the procedures in 37 CFR 401.6 and any supplemental Agency regulations, to require the recipient, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the recipient, assignee, or exclusive licensee refuses such a request, USAID has the right to grant such a license itself if USAID determines that:

(1) Such action is necessary because the recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the recipient, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph i. of this clause has not been obtained or waived or because a license of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. Special Provisions for Awards with Nonprofit Organizations: If the recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention may not be assigned without the approval of USAID, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided that such assignee shall be subject to the same provisions as the recipient.

(2) The recipient shall share royalties collected on a subject invention with the inventor, including Federal employee coinventors, when USAID deems it appropriate when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, shall be utilized for the support of scientific research or education.

(4) It will make efforts that are reasonable under the circumstances to attract licensees of

subject inventions that are small business firms, and it will give preference to a small business firm when licensing a subject invention if the recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the grantee. However, the recipient agrees that the Secretary of Commerce may review the recipient's licensing program and decisions regarding small business applicants, and the recipient shall negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the recipient could take reasonable steps to more effectively implement the requirements of this subparagraph k.(4).

I. Communications: Communications concerning this provision shall be addressed to the Agreement Officer at the address shown in this agreement.

[END OF PROVISION]

10. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

APPLICABILITY: This provision is applicable when publications are financed under the award.

PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

a. The recipient shall provide the Agreement Officer's Technical Representative (AOTR) one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit final documents in electronic format, unless no electronic version exists at the following address:

Online (preferred):

dec.usaid.gov/index.cfm?p=docsubmit.submitDoc&CFID=17392230&CFTOKEN=91583381

Mailing address:

Document Acquisitions
USAID Development Experience Clearinghouse (DEC)
8403 Colesville Road, Suite 210
Silver Spring, MD 20910-6368

Contract Information

Telephone (301) 562-0641

Fax (301) 588-7787

E-mail: docsubmit@dec.cdie.org

Electronic documents must consist of only one electronic file that comprises the complete and final equivalent of a hard copy. They may be submitted online (preferred); on 3.5" diskettes, a Zip disk, CD-R, or by e-mail. Electronic documents should be in PDF (Portable Document Format). Submission in other formats is acceptable but discouraged.

Each document submitted should contain essential bibliographic elements, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) strategic objective; and 6) date of publication.

b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

[END OF PROVISION]

11. REGULATIONS GOVERNING EMPLOYEES (JUNE 1993)

APPLICABILITY: The following applies to the recipient's employees who are not citizens of the cooperating country.

REGULATIONS GOVERNING EMPLOYEES (JUNE 1993)

a. The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this recipient.

b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR 136, except as this may conflict with host government regulations.

c. Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession, or occupation in the foreign countries to which the individual is assigned.

d. The recipient's employees, while in a foreign country, are expected to show respect for its convention, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved, and shall recommend to the recipient a course of action with regard to such employee.

f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this award of any third country national (TCN) when, in the discretion of the Ambassador, the interests of the United States so require.

g. If it is determined, under either e. or f. above, that the services of such employee shall be terminated, the recipient shall use its best efforts to cause the return of such employee to the

United States, or point of origin, as appropriate.

[END OF PROVISION]

12. PARTICIPANT TRAINING (OCTOBER 1998)

APPLICABILITY: This provision is applicable when any participant training is financed under the award.

PARTICIPANT TRAINING (OCTOBER 1998)

a. Definitions: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.

b. Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training (including TrainNet requirements), except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Global Bureau's Center for Human Capacity Development (The Center) (see ADS 253). (ADS 253 may be obtained by submitting a request to the Agreement Officer.)

c. Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation, and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the U.S. through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through R&O/IT.

[END OF PROVISION]

13. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

APPLICABILITY: This provision is applicable to all awards involving any aspect of voluntary population planning activities.

VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

a. Voluntary Participation and Family Planning Methods:

(1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed, in whole or in part, under this agreement, shall provide a broad range of family planning methods

and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

(1) A family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental or nongovernmental organization or Public International Organization (PIO) provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor, or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided

shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9) (i) The recipient shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs b.(3), b.(4), b.(5), or b.(7).

(ii) The recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph b.(6) and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.

(iii) The recipient shall provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(2) The recipient shall ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the recipient shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

(4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization for a period of three years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for

the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

e. The recipient shall insert this provision in all subsequent subagreements and contracts involving family planning or population activities that will be supported, in whole or in part, from funds under this award. The term subagreement means subgrants and subcooperative agreements.

[END OF PROVISION]

14. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (OCTOBER 1998)

APPLICABILITY: This provision is applicable when human subjects are involved in research financed by the award.

PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (OCTOBER 1998)

a. Safeguarding the rights and welfare of human subjects involved in research supported by USAID is the responsibility of the organization to which support is awarded. USAID has adopted the Common Federal Policy for the Protection of Human Subjects, Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID", issued April 19, 1995, as amended. USAID's Cognizant Human Subjects Officer (CHSO) in USAID/W has oversight, guidance, and interpretation responsibility for the Policy.

b. Recipient organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the grant and recipients MUST provide "assurance", as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. SUCH ASSURANCES MUST BE DETERMINED BY THE CHSO TO BE ACCEPTABLE PRIOR TO ANY APPLICABLE RESEARCH BEING INITIATED OR CONDUCTED UNDER THE AWARD. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.

c. Since the welfare of the research subject is a matter of concern to USAID as well as to the organization, USAID staff consultants and advisory groups may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the stipulation that the subject's records may be subject to such review.

[END OF PROVISION]

15. INDIRECT COST RATES - PROVISIONAL (Nonprofit) (OCTOBER 1998)

APPLICABILITY: This provision is applicable to all recipients whose indirect cost rates under this award are on a provisional basis.

INDIRECT COST RATES - PROVISIONAL (Nonprofit) (OCTOBER 1998)

a. Provisional indirect cost rates shall be established for the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the Schedule of this award.

b. The recipient, not later than nine months after the close of each of its accounting periods during the term of this award, shall submit to the Agreement Officer proposed final indirect cost rates with supporting cost data. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.

c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.

d. The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

e. Pending establishment of final indirect cost rates for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.

f. Any failure by the parties to agree on any final rate(s) under this provision shall be considered a dispute within the meaning of the standard provision of the grant, entitled "Disputes".

[END OF PROVISION]

16. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; OVER \$50,000) (OCTOBER 1998)

APPLICABILITY: This provision is applicable only when title to property is vested in the recipient and over \$50,000 in equipment is expected to be procured with USAID funds. Equipment is defined as any tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; OVER \$50,000) (OCTOBER 1998)

- a. Title to all property financed under this award shall vest in the recipient.
- b. The recipient agrees to use and maintain the property for the purpose of the award in accordance with the following procedures:
 - (1) The recipient shall not use equipment acquired with U.S. Government (USG) funds to provide services to non-U.S. Government outside organizations for a fee that is less than private companies charge for equivalent services.
 - (2) The recipient shall use the equipment in the program for which it was acquired as long as needed, whether or not the program continues to be supported by USG funds and shall not encumber the property without approval of USAID. When no longer needed for the original program, the recipient shall use the equipment in connection with its other Federally-sponsored activities, in the following order of priority:
 - (i) Activities sponsored by USAID, then
 - (ii) Activities sponsored by other USG agencies.
 - (3) During the time that equipment is used on the program for which it was acquired, the recipient shall make it available for use on other programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. User charges shall be treated as program income.
 - (4) When acquiring replacement equipment, the recipient may use the equipment to be replaced as trade-in, or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of the Agreement Officer.
 - (5) The recipient's property management standards for equipment acquired with USG funds and Federally-owned equipment shall include all of the following:
 - (i) Equipment records shall be maintained accurately and shall include the following information:
 - (A) A description of the equipment;
 - (B) Manufacturer's serial number, model number, USG stock number, national stock number, or other identification number;
 - (C) Source of the equipment, including the award number;
 - (D) Whether title vests in the recipient, the USG or other specified entity;

(E) Acquisition date (or date received, if the equipment was furnished by the USG) and cost;

(F) Information from which one can calculate the percentage of USG participation in the cost of the equipment (not applicable to equipment furnished by the USG);

(G) Location and condition of the equipment and the date the information was reported;

(H) Unit acquisition cost;

(I) Ultimate disposition data, including date of disposal and sales price, or the method used to determine current fair market value where a recipient compensated USAID for its share.

(ii) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

(iii) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft shall be investigated and fully documented and the recipient shall promptly notify the Agreement Officer.

(iv) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(v) Where the recipient is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.

(6) When the recipient no longer needs the equipment, the equipment may be used for other activities in accordance with the following standards:

(i) For equipment with a current per unit fair market value of \$5,000 or more, the recipient may retain the equipment for other uses provided that compensation is made to USAID for its share.

(ii) If the recipient has no need for USAID-financed equipment, the recipient shall request disposition instructions from the Agreement Officer.

(A) If so instructed or if disposition instructions are not issued within 120 calendar days after the recipient's request, the recipient shall sell the equipment and reimburse USAID its share. The recipient shall be permitted to deduct and retain from the USAID share \$500 or ten percent of the proceeds, whichever is less, for the recipient's selling and handling expenses.

(B) If the recipient is instructed to ship or otherwise dispose of the equipment, the Recipient shall be reimbursed by USAID for reasonable expenses incurred in disposition.

c. USAID reserves the right to transfer the title to USAID or a third party. The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing by

the Agreement Officer. When USAID exercises its right to take title, the equipment shall be subject to the standard provision entitled "Title to and Care of Property" (U.S. Government Title).

d. Within 90 calendar days after the date of completion of the award, the recipient shall submit an inventory of all property with the final performance report. The final inventory shall list all equipment acquired with award funds or received from USAID.

e. Title to supplies and other expendable equipment shall vest in the recipient upon acquisition. If there is a residual inventory of new/unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other U.S. Government-sponsored project or program, the recipient may retain the supplies but must compensate USAID for its share. The recipient shall not use supplies acquired with USAID funds to provide services to outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by U.S. Government statute as long as the U.S. Government retains an interest in the supplies.

f. Recipients shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired with Federal funds, as provided to property owned by the recipient.

g. If the purchase of real property (meaning land, land improvements, structures, and appurtenances thereto) is supported under the award, separate instructions will be provided to the recipient by the Agreement Officer.

[END OF PROVISION]

**17. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; \$50,000 and Under)
(OCTOBER 1998)**

APPLICABILITY: This provision is applicable only when title to property is vested in the recipient and under \$50,000 in equipment is expected to be procured with USAID funds. Equipment is defined as any tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; \$50,000 and Under) (OCTOBER 1998)

a. Title to all property financed under this award shall vest in the recipient.

b. The recipient agrees to use and maintain the property for the purpose of the award and in accordance with the procedures established in this provision.

c. With respect to property having an acquired value of \$5,000 or more, the recipient agrees to report such items to the Agreement Officer as they are acquired and to maintain a control system which will permit their ready identification and location.

d. Within 90 calendar days after the end of the award, the Recipient shall provide a list to the Agreement Officer and the Agreement Officer's Technical Representative (AOTR) of each item that has current fair market value of \$5,000 or more with a detailed proposal of what the recipient intends to do with that property. If the Agreement Officer does not respond within 120

calendar days, the recipient may proceed with the disposition of the property. However, if the recipient uses the property for purposes other than those of the award or sells or leases the property, USAID shall be reimbursed of its share of the property unless the Agreement Officer authorizes USAID's share of the income from selling or leasing the property to be used as program income. This share is based upon the percentage of USAID's contribution to the recipient's program. If USAID paid 100% of the recipient's costs, then USAID would receive 100% of the selling cost less a nominal selling fee of \$500 or 10%, whichever is less.

[END OF PROVISION]

18. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE) (OCTOBER 1998)

APPLICABILITY: This provision is applicable when title to property is vested in the U.S. Government.

TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE) (OCTOBER 1998)

a. Property, title to which vests in the Government under this award, whether furnished by the Government or acquired by the recipient, is subject to this provision and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personal property by reason of affixation to any real property.

b. Use of Government Property: Government property shall, unless otherwise provided herein or approved by the Agreement Officer, be used only for the performance of this award.

c. Control, Maintenance and Repair of Government Property:

(1) The recipient shall maintain and administer, in accordance with sound business practice, a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this award. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.

(2) The recipient shall submit, for review by the Agreement Officer, a records system for property control and a program for orderly maintenance of Government property; however, if the property control and maintenance system has been reviewed by another U.S. Government department or agency pursuant to Section __.30 through __.36 of OMB Circular A-110, the recipient shall furnish the Agreement Officer proof of such review in lieu of another submission.

(3) Property Control: The property control system shall include but not be limited to the following:

(i) Identification of each item of Government property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government."

(ii) The price of each item of property acquired or furnished under this award.

(iii) The location of each item of property acquired or furnished under this award.

(iv) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the award.

(vi) The official property control records shall be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award shall be submitted yearly, concurrently with the annual report.

(4) Maintenance Program: The recipient's maintenance program shall be consistent with sound business practice, the terms of the award, and provide for:

(i) Disclosure of need for and the performance of preventive maintenance,

(ii) Disclosure and reporting of need for capital type rehabilitation, and

(iii) Recording of work accomplished under the program.

(A) Preventative maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The recipient's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of Government property shall be submitted annually with the annual report.

d. Risk of Loss:

(1) The recipient shall not be liable for any loss of, or damage to, the Government property, or for expenses incidental to such loss or damage except that the recipient shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient's business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;

(ii) Which results from a failure on the part of the recipient, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) To maintain and administer, in accordance with sound business practice, the program for

maintenance, repair, protection, and preservation of Government property as required by (i) above, or

(B) To take all reasonable steps to comply with any appropriate written directions of the Agreement Officer under c. above;

(iii) For which the recipient is otherwise responsible under the express terms designated in the schedule of this award;

(iv) Which results from a risk expressly required to be insured under some other provision of this award, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater;

(v) Which results from a risk which is in fact covered by insurance or for which the recipient is otherwise reimbursed, but only to the extent of such insurance or reimbursement; or

(vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the recipient's liability under any one exception shall not be limited by any other exception.

(2) The recipient shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the recipient to carry such insurance under any other provision of this award.

(3) Upon the happening of loss or destruction of or damage to the Government property, the recipient shall notify the Agreement Officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Agreement Officer a statement of:

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(4) The recipient shall make repairs and renovations of the damaged Government property or take such other action as the Agreement Officer directs.

(5) In the event the recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate, or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the award, or shall otherwise reimburse the Government, as directed by the Agreement Officer. The recipient shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Agreement Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution

of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

e. Access: The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.

f. Final Accounting and Disposition of Government Property: Upon completion of this award, or at such earlier dates as may be fixed by the Agreement Officer, the recipient shall submit, in a form acceptable to the Agreement Officer, inventory schedules covering all items of Government property not consumed in the performance of this award or not theretofore delivered to the Government, and shall prepare, deliver, or make such other disposition of the Government property as may be directed or authorized by the Agreement Officer.

g. Communications: All communications issued pursuant to this provision shall be in writing.

[END OF PROVISION]

19. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (OCTOBER 1998)

APPLICABILITY: This provision is applicable when an award is funded under an agreement between USAID and the host country, or when the award provides for property titled in the name of the host country or such public or private agency as the host country government may designate to be furnished to or acquired by the recipient.

**TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)
(OCTOBER 1998)**

- a. Except as modified by the Schedule of this award, title to all equipment, materials, and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating Government may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the Schedule of this award, but all such property shall be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.
- b. The recipient shall prepare and establish a program, for the receipt, use, maintenance, protection, custody, and care of equipment, materials, and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient shall be guided by the requirements of 22 CFR 226.30 through 226.36.
- c. Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient shall submit an inventory schedule covering all items of equipment, materials, and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating

country, which have not been consumed in the performance of this award. The recipient shall also indicate what disposition has been made of such property.

[END OF PROVISION]

20. COST SHARING (MATCHING) (JULY 2002)

APPLICABILITY: This provision is applicable when the recipient is required to provide a matching share or to cost share.

COST SHARING (MATCHING) (JULY 2002)

a. During the period of this award, the recipient agrees to spend funds from non-U.S. Government sources in an amount at least equal to the amount or percentage of the total expenditures under this award specified in the schedule of the award. The schedule of this award may also contain restrictions on the application of cost sharing (matching) funds. The schedule of the award takes precedence over the terms of this provision.

b. Eligibility of non-U.S. Government funds applied to satisfy cost sharing (matching) requirements under this award are set forth below:

(1) Charges incurred by the recipient as project costs. Not all charges require cash outlays by the recipient during the project period; examples are depreciation and use charges for buildings and equipment.

(2) Project costs financed with cash contributed or donated to the recipient by other non-U.S. Government organizations (may include public international organizations (PIO) or foreign governments and institutions, private organizations, or individuals), and

(3) Project costs represented by services and real and personal property, or use thereof, donated by other non-U.S. Government agencies and institutions, and private organizations and individuals.

c. All contributions, both cash and in-kind, shall be accepted as part of the recipient's cost sharing (matching) when such contributions meet all of the following criteria:

(1) Are verifiable from the recipient's records;

(2) Are not included as contributions for any other U.S. Government-assisted program;

(3) Are necessary and reasonable for proper and efficient accomplishment of project objectives;

(4) Are types of charges that would be allowable under the applicable Federal cost principles;

(5) Are not paid by the U.S. Government (USG) under another grant or agreement (unless the grant or agreement is authorized by USG law to be used for cost sharing or matching);

(6) Are provided for in the approved budget when required by USAID; and

(7) Conform to other provisions of this paragraph.

The source, origin and nationality requirements and the restricted goods provision established in the standard provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

d. Values for recipient in-kind contributions will be established in accordance with the applicable Federal cost principles.

e. Specific procedures for the recipient in establishing the value of in-kind contributions from non-U.S. Government third parties are set forth below:

(1) Valuation of volunteer services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services may be counted as cost sharing or matching, if the service is an integral and necessary part of an approved program.

(i) Rates for volunteer services: Rates for volunteers should be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient's organization, rates should be consistent with those paid for similar work in the labor market in which the recipient competes of the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

(ii) Volunteers furnished by other organizations: When an employer other than the recipient furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits that are reasonable, allowable, and allocable, but exclusive of overhead costs) provided these services are of the same skill for which the employee is normally paid.

(2) Valuation of donated supplies: Donated supplies may include such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to expendable personal property included in the cost (matching) share shall be reasonable and shall not exceed the market value of the property at the time of the donation.

(3) Valuation of donated equipment, buildings, and land or use thereof:

(i) The method used for charging cost sharing or matching for donated equipment, buildings, and land for which title passes to the recipient may differ according to the purpose of the award as follows:

(A) If the purpose of the award is to assist the recipient in the acquisition of equipment, buildings, or land, the total value of the donated property may be claimed as cost sharing or matching.

(B) If the purpose of the award is to support activities that require the use of equipment, buildings, or land; normally only depreciation or use charges for equipment and buildings may be made. However, the full value of equipment or other capital assets and fair rental charges for land may be allowed provided that the USAID Agreement Officer has approved the charges.

(ii) The value of donated property will be determined in accordance with the usual accounting policies of the recipient with the following qualifications:

(A) Land and buildings: The value of donated land and buildings shall not exceed its fair market value, at the time of donation to the recipient as established by an independent appraiser (for example, certified real property appraiser or General Services Administration representative) and certified by a responsible official of the recipient.

(B) Equipment: The value of donated equipment shall not exceed the fair market value of equipment of the same age and condition at the time of donation.

(C) Use of space: The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.

(D) Loaned equipment: The value of loaned equipment shall not exceed its fair rental value.

f. The following requirements pertain to the recipient's supporting records for in-kind contributions from third parties. With the authorization of the Agreement Officer, the recipient may attribute cost share contributions from subrecipients to the prime award.

(1) Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the recipient for its employees.

(2) The basis for determining the valuation for personal services, material, equipment, buildings, and land shall be documented.

g. Individual expenditures do not have to be shared or matched provided that the total expenditures incurred during the year (or funding period) are shared or matched in accordance with the agreed upon amount or percentage set forth in the schedule of the award.

h. If at the end of the funding period hereunder, the recipient has expended an amount of non-U.S. Government funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID funding for the following funding period, or, if this award has expired or been terminated, may require that the recipient refund the difference to USAID.

i. If the recipient fails to act in good faith to meet the cost sharing (matching) requirements set forth in paragraph a. above, the Agreement Officer may consider it sufficient reason to terminate this award for cause in accordance with the Standard Provision of this award entitled "Termination and Suspension".

j. The restrictions on the use of USAID funds set forth in the standard provisions of this award are applicable to expenditures incurred with USAID funds provided under this award. Except for the requirements of this standard provision, the restrictions set forth in the standard provisions of this grant are not applicable to costs incurred by the recipient from non-U.S. Government funds. The Recipient shall account for the USAID funds in accordance with the standard provision of this award entitled "Accounting, Audit, and Records"; however, in the event of

disallowances of expenditures from USAID award funds, the recipient may substitute expenditures made with funds provided from non-U.S. Government sources, provided they are eligible in accordance with all the standard provisions of this award.

k. Notwithstanding paragraph b. of the standard provision of this award entitled "Refunds", the parties agree that in the event of any disallowance of expenditures from USAID award funds provided hereunder, the recipient may substitute expenditures made with funds provided from non-Federal sources provided they are otherwise eligible in accordance with paragraph b. of this provision.

[END OF PROVISION]

21. PUBLIC NOTICES (JUNE 1993)

APPLICABILITY: This provision is applicable when the Agreement Officer's Technical Representative (AOTR) or Strategic Objective (SO) Team determines that the award is of public interest and requests that the provision be included in the award.

PUBLIC NOTICES (JUNE 1993)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide." The recipient may call on USAID's Office of External Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the Agreement Officer's Technical Representative (AOTR) and to USAID's Office of Legislative and Public Affairs as far in advance of release as possible.

[END OF PROVISION]

22. PROGRAM INCOME (OCTOBER 1998)

APPLICABILITY: This provision shall be applicable when Program Income is earned under the award.

PROGRAM INCOME (OCTOBER 1998)

a. The recipient shall apply the standards set forth in this provision to account for program income earned under the award.

b. Program Income earned during the project period shall be retained by the recipient and, in accordance with USAID regulations, other implementing guidance, or the terms and conditions of the award, shall be used in one or more of the following ways:

(1) Added to funds committed by USAID and the recipient to the project or program, and used to further eligible project or program objectives.

(2) Used to finance the non-U.S. Government share of the project or program.

(3) Deducted from the total project or program allowable cost in determining the net allowable costs on which the U.S. Government (USG) share of costs is based.

c. When the agreement authorizes the disposition of program income as described in paragraph b.(1) or b.(2) of this section, program income in excess of any limits stipulated shall be used in accordance with paragraph b.(3) of this section.

d. If the terms and conditions of the award do not specify how program income is to be used, paragraph b.(2) of this section shall apply automatically; program income in excess of the cost share amount may be applied in accordance with paragraph b.(1). Recipients which are commercial organizations may not apply paragraph b.(1) of this section.

e. Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the USG regarding program income earned after the end of the project period.

f. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the award and they comply with the applicable Cost Principles.

g. Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the USG with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C.18) apply to inventions made under an experimental, developmental, or research award.

[END OF PROVISION]

23. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

APPLICABILITY: This provision is applicable where performance of the award will take place in "Covered" Countries, as described in ADS 206.

PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

a. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

b. For any loan over \$1,000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

c. Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate, or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan

refund returned to USAID.

d. The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any USG review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

e. The recipient shall insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

"The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR 140."

[END OF PROVISION]

24. INVESTMENT PROMOTION (NOVEMBER 2003)

APPLICABILITY: The following clause is required for grants and cooperative agreements when the program includes gray-area activities or investment-related activities where specific activities are not identified at the time of obligation but could be for investment-related activities, as described in ADS 225 (see 225.3.1.8)

INVESTMENT PROMOTION (NOVEMBER 2003)

a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.

b. In the event the recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until advised by USAID that it may do so.

c. The recipient must ensure that its employees and subrecipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other subagreements entered into hereunder.

[END OF PROVISION]

25. REPORTING OF FOREIGN TAXES (MARCH 2006)

APPLICABILITY: This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub.

L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of \$500.

REPORTING OF FOREIGN TAXES (MARCH 2006)

a. The recipient must annually submit a report by April 16 of the next year.

b. Contents of Report. The report must contain:

(i) Contractor/recipient name.

(ii) Contact name with phone, fax and e-mail.

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government, in the country receiving U.S. assistance, is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.

(vii) Reports are required even if the recipient did not pay any taxes during the report period.

(viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

c. Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements, and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d. Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or FM/CMP as appropriate (see b. above) [may include an "optional with a copy to"]].

e. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants, and other subagreements.

f. For further information see www.usaid.gov/policy/ads/300/302mac.pdf.

[END OF PROVISION]

**26. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES
(JANUARY 2002)**

APPLICABILITY: Include this provision in agreements funded from the following accounts:

- Development Assistance, including assistance for sub-Saharan Africa,
- Child Survival and Disease Programs Fund, and
- Micro and Small Enterprise Development Program Account.

**FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES
(JANUARY 2002)**

Funds in this agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a Public International Organization (PIO), except as provided in "Guidance on Funding Foreign Government Delegations to International Conferences," or as approved by the Agreement Officer.

[END OF PROVISION]

27. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)

APPLICABILITY: This provision must be included in any Request for Application (RFA) or Annual Program Statement (APS) that could lead to a grant or cooperative agreement for activities related to human trafficking funded from any year program resources.

ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)

The USG is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to alleviate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. Foreign organizations, whether prime or subrecipients, that receive USG funds to fight trafficking in persons cannot promote, support, or advocate the legalization or practice of prostitution when they are engaged in overseas activities. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

[END OF PROVISION]

28. PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)

APPLICABILITY: This provision must be included in any grant or cooperative agreement that uses funds made available for activities related to human trafficking funded from any year program resources.

PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)

a. The USG is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

b. [This subsection b. only applies to foreign nongovernmental organizations and PIOs receiving USG funds to carry out programs that target victims of severe forms of trafficking as either prime awardees or subawardees.]

(1) For programs that target victims of severe forms of trafficking, as a condition of entering into this agreement or subagreement, the recipient/subrecipient agrees that in its activities outside of the United States and its possessions it does not promote, support, or advocate the legalization or practice of prostitution. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

(2) The following definitions apply for purposes of this clause:

Foreign nongovernmental organization – The term “foreign nongovernmental organization” means an entity that is not organized under the laws of any State of the United States, the District of Columbia, or the Commonwealth of Puerto Rico.

Severe forms of trafficking in persons. -- The term “severe forms of trafficking in persons” means —

(A) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(B) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(C) The recipient shall insert this provision in all subagreements under this award.

(D) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination, in whole or in part, of the agreement by USAID

prior to the end of its term.

[END OF PROVISION]

29. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

APPLICABILITY: This provision must be included in any agreement financing HIV/AIDS activities.

ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

An organization that is otherwise eligible to receive funds under this agreement to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multisectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

[END OF PROVISION]

30. CONDOMS (JUNE 2005)

APPLICABILITY: This provision must be included in any agreement financing HIV/AIDS activities.

CONDOMS (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms".

This fact sheet may be accessed at:

www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

[END OF PROVISION]

31. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)

APPLICABILITY: This provision must be included in any agreement financing HIV/AIDS activities.

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)

a. The USG is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or

practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or postexposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

b. Except as noted in the second sentence of this paragraph, as a condition of entering into this agreement or any subagreement, a nongovernmental organization or public international organization recipient/subrecipient must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization (WHO); the International AIDS Vaccine Initiative; and any United Nations agency.

c. The following definition applies for purposes of this provision:
“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

d. The recipient shall insert this provision, which is a standard provision, in all subagreements.

e. This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

[END OF PROVISION]

32. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

APPLICABILITY: This provision must be included in Request for Applications (RFAs), and in awards.

USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other USG agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following Web site:

pdf.usaid.gov/pdf_docs/PDABQ631.pdf

b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end, and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and

consistent approach for including men, women, and children with disabilities.

[END OF PROVISION]

[END OF STANDARD PROVISION]

